

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)
) Case No. 17-42267-659
) CHAPTER 11
PAYLESS HOLDINGS LLC, *et al.*,)
) Jointly Administered
)
Debtors.)
)
)
)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on July 10, 2017, Payless Holdings, LLC and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “Debtors”), in accordance with and pursuant to the *Debtors’ Fourth Amended Joint Plan of Reorganization of Payless Holdings LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1256] (the “Plan”), caused to be filed with United States Bankruptcy Court for the Eastern District of Missouri initial draft versions of the following Plan Supplement¹ documents, each of which is annexed hereto:

Exhibit A: Second Amended and Restated Limited Liability Company Agreement.

Exhibit B: A form of the New First Lien Term Loan Credit Agreement.

Exhibit C: Commitment Letter and Term Sheet for the New ABL Credit Agreement.

Exhibit D: The Schedule of Assumed Executory Contracts and Unexpired Leases.

Exhibit E: The Schedule of Rejected Executory Contracts and Unexpired Leases.

Exhibit F: A schedule of the Debtors’ retained Causes of Action pursuant to Article IV.P of the Plan.

Exhibit G: 2017 Cash Incentive Plan.

Exhibit H: Description of the restructuring transaction.

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are not final, are subject to ongoing review by the Debtors, the Requisite Consenting

¹ Capitalized terms used but undefined herein shall have the meanings ascribed to them in the Plan.

Lenders, and the ABL Lenders and remain subject to approval in accordance with the Plan, and such documents may be altered, amended, modified, or supplemented; *provided* that if any Plan Supplement document is altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of such document with the Bankruptcy Court; *provided further* that the Schedule of Assumed Executory Contracts and Unexpired Leases (including the proposed Cure Claim amounts) will not be modified with regard to any Unexpired Leases without the consent of any affected parties.

Dated: July 10, 2017
St. Louis, Missouri

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Exhibit A

Second Amended and Restated Limited Liability Company Agreement

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT¹
OF
PAYLESS HOLDINGS LLC**

(a Delaware limited liability company)

Effective as of

[__], 2017

¹ Note: This Agreement remains subject to ongoing discussion and its terms are subject to change.

ARTICLE I DEFINITIONS	1
1.1 Definitions.	1
1.2 Construction; Usage Generally	5
1.3 Cross References to Other Defined Terms	6
ARTICLE II THE COMPANY AND ITS BUSINESS	8
2.1 Formation.....	8
2.2 Company Name	8
2.3 Effective Date and Term.	8
2.4 Offices.....	9
2.5 Registered Office and Registered Agent.....	9
2.6 Filings; Authorized Persons.....	9
2.7 Purposes	9
2.8 No State Law Partnership	9
ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS	9
3.1 Admission.	9
3.2 Additional Capital Contributions.....	10
3.3 No Interest in Company Property	10
3.4 Distributions.....	10
ARTICLE IV SHARES	10
4.1 Shares.....	10
4.2 Designation of Shares	11
4.3 Issue of Shares; Register; Transfer	11
4.4 Certificates.....	11
4.5 Incentive Shares.....	11
ARTICLE V MANAGEMENT OF THE COMPANY	12
5.1 Management and Control of the Company	12
5.2 Members Shall Not Manage or Control.....	12
5.3 Board of Managers.....	12
5.4 Meetings of the Board of Managers.....	13
5.5 Quorum and Voting.	14
5.6 Procedural Matters of the Board of Managers.	14
5.7 Officers.	15
5.8 Terms of Office; Resignation; Removal.	15
5.9 Compensation	15
5.10 Related Party Transactions	15
5.11 Non-Voting Board Observers	16
ARTICLE VI MEMBERS AND MEETINGS	16
6.1 Members.....	16
6.2 Admission of New Members	16
6.3 Resignation	17
6.4 Power of Members.....	17
6.5 Meetings of Members	17
6.6 Place of Meetings.....	17
6.7 Notice of Members' Meetings.	17
6.8 Waiver of Notice.....	17
6.9 Voting	18
6.10 Quorum; Vote Required.....	18

6.11	Action by Written Consent of Members	18
6.12	Voting by Ballot.....	18
6.13	No Cumulative Voting.....	18
ARTICLE VII EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY		19
7.1	Exculpation.	19
7.2	Indemnification.	19
7.3	Liability; Duties.	21
7.4	Insurance	21
7.5	Limited Liability Company Opportunity	22
ARTICLE VIII ACCOUNTING; FINANCIAL AND TAX MATTERS		22
8.1	Books and Records; Reports	22
8.2	Bank and Investment Accounts	23
8.3	Tax Election.....	23
ARTICLE IX TRANSFERS; RIGHT OF FIRST OFFER; TAG-ALONG RIGHT; DRAG- ALONG RIGHT; PRE-EMPTIVE RIGHTS		23
9.1	Limitation on Transfer	23
9.2	Right of First Offer.	24
9.3	Tag-Along Right.	25
9.4	Drag-Along Right.	27
9.5	Condition to Transfers	28
9.6	Effect of Transfer.....	29
9.7	Tolling.....	29
9.8	Pre-Emptive Rights.....	29
9.9	Limitation on Share Ownership.....	31
ARTICLE X REGISTRATION RIGHTS		31
10.1	Demand Registration Right.....	31
10.2	Piggyback Registration Right.	32
10.3	Effective Demand Registration.....	33
10.4	Cutback.	33
10.5	Form S-3 Registration.....	34
10.6	Holdback Agreements.....	35
10.7	Registration Procedures.	35
10.8	Seller Information.....	38
10.9	Notice to Discontinue	38
10.10	Registration Expenses.....	38
10.11	Indemnification; Contribution.	38
10.12	Initial Public Offering.....	41
10.13	Registration Rights Agreement.....	41
ARTICLE XI DISSOLUTION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS		42
11.1	Events of Dissolution.....	42
11.2	Liquidation; Winding Up.....	42
11.3	Survival of Rights, Duties and Obligations	43
11.4	Claims of the Members.....	43
ARTICLE XII MISCELLANEOUS		43
12.1	Expenses	43

12.2	Further Assurances	43
12.3	Notices	43
12.4	Amendments; Termination	43
12.5	Severability	44
12.6	Headings and Captions	44
12.7	Counterparts.....	44
12.8	GOVERNING LAW.....	44
12.9	Jurisdiction.....	44
12.10	Entire Agreement; Non-Waiver.....	45
12.11	No Third Party Beneficiaries	45
12.12	No Right to Partition.....	45
12.13	Confidentiality.	45

Exhibit A	Form of Transfer Notice
Exhibit B	Form of Joinder
Schedule A	Members, Addresses, Shares and Percentages

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
PAYLESS HOLDINGS LLC**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**”) of PAYLESS HOLDINGS LLC, a Delaware limited liability company (the “**Company**”), effective as of [] 2017, is adopted and entered into by and among the Company, the Members (as defined herein) set forth on **Schedule A** hereto as of the date hereof, and such other Persons (as defined herein) who shall become Members in accordance with the provisions contained herein and pursuant to and in accordance with the Act (as defined herein).

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Act and by filing of its certificate of formation with the Secretary of State of the State of Delaware on September 17, 2012 (the “**Certificate of Formation**”) and the execution and delivery of the Limited Liability Company Agreement of the Company, dated as of September 17, 2012 (the “**Initial Agreement**”);

WHEREAS, the Initial Agreement was subsequently amended and restated pursuant to (i) the Amended and Restated Limited Liability Company Agreement of the Company, dated as of October 9, 2012, and (ii) the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 2, 2015 (as so amended and restated, the “**Amended LLC Agreement**”); and

WHEREAS, pursuant to this Agreement, the parties hereto desire to further amend and restate the Amended LLC Agreement in accordance with and pursuant to the terms set forth in the Company’s and its Affiliates’ *Fourth Amended Joint Plan of Reorganization of Payless Holdings LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1256], filed on June 23, 2017 with the Bankruptcy Court (the “**Plan**”); and

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

“**1% Member**” means each Member that, together with its Affiliates, holds, as of the applicable date of determination, at least [one] percent ([1]%) of the outstanding Shares (excluding, for purposes of this calculation, any Incentive Shares).

“**[]% Member**” means each Member that, together with its Affiliates, holds, as of the applicable date of determination, at least [] percent ([]%) of the outstanding Shares (excluding, for purposes of this calculation, any Incentive Shares).

“**Act**” means the Delaware Limited Liability Company Act, as amended from time to time.

“Affiliate” means, with respect to any Person (as defined herein), any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, including portfolio companies of such Person. The term **“Affiliated”** shall have a correlative meaning. Notwithstanding the foregoing, a non-discretionary sub-advising relationship shall not confer Affiliate status. In calculating any Member’s ownership of Shares (excluding Incentive Shares) for the purposes of determining whether a Member shall have certain rights under this Agreement, all Shares (excluding Incentive Shares) held by Affiliated Members shall be aggregated for the purposes of such determination.

“Board of Managers” means the Board of Managers provided for in Article V.

“Board Supermajority” means a majority vote of the Board of Managers then in office and entitled to vote, which vote must include the Alden Manager for so long as Alden has the right to designate a Manager in accordance with Section 5.3(b)(i) and the Other Investors Manager for so long as the Other Investors have the right to designate a Manager in accordance with Section 5.3(b)(ii), as applicable.

“Business Day” means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in New York, New York.

“Capital Contribution” means the contribution made by a Member in accordance with Section 3.1.

“Chief Executive Officer” means the natural person from time to time serving as chief executive officer of the Company in accordance with this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, including any successor provisions and transition rules.

“Commission” means the United States Securities and Exchange Commission.

“Company Sale” means the occurrence of any of the following: (i) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation, whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Company and its Subsidiaries (as defined herein) taken as a whole to any Person (or “group”, within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act) or (ii) the consummation of any transaction (including any merger or consolidation, whether by operation of law or otherwise), the result of which is that any one Person (or a “group”, within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act), other than any Initial Investor, becomes the beneficial owner, directly or indirectly, of more than 50.1% of the then outstanding Common Shares or of the membership, stock, or other equity interests of any surviving entity of any such merger or consolidation (excluding, for purposes of this calculation, any Incentive Shares).

“control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly (including through one or more intermediaries), of the power or authority to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Encumbrance” means any encumbrance, security interest, charge, claim, limitation, mortgage, option, community property interest, pledge, condition, equitable interest, deed of trust, deed to secure debt, statutory or other lien (including any monetary lien of any type or character (e.g., any

mechanic's or materialmen's lien, security interest or mortgage)), proxy, voting trust or agreement, easement, servitude, encroachment, right of way, option, right of first offer, rights of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, rights of reversion or any reservation right and any third party possessory interests including any contract granting any of the foregoing.

"Excluded Issuances" means the issuance of equity or debt convertible into equity or equity-linked securities of the Company or its Subsidiaries (i) pursuant to conversion or exchange rights included in equity interests previously issued in compliance with the provisions of Section 9.8, (ii) in connection with a pro rata split, division or dividend of Shares, (iii) that are issued pursuant to any Incentive Plan approved by the Board of Managers pursuant to this Agreement, (iv) as non-cash consideration in any merger, acquisition, joint venture or similar transaction, but excluding as financing to fund such a transaction, (v) in connection with an exchange of equity, debt or debt securities offered on a pro rata basis, (vi) pursuant to a public offering of Securities, (vii) pursuant to any private placement of warrants to purchase any form of equity interests in the Company to lenders that are not a Member (or an Affiliate thereof) (unless approved pursuant to Section 5.10) providing debt financing to the Company or any of its Subsidiaries, and (viii) by a Subsidiary to the Company or any of its wholly owned Subsidiaries.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Initial Public Offering" means the initial underwritten public offering of the Common Shares or other equity interests of the Company or any corporate successor thereto by way of conversion, the parent of the Company or any of their respective Subsidiaries, pursuant to an effective registration statement filed under the Securities Act (as defined herein).

"Investment Manager" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, has the power to direct or control the investment decisions of such Person.

"Manager" means a natural person serving as a member of the Board of Managers in accordance with this Agreement.

"Members" means the Persons who are parties hereto as listed on Schedule A as of the applicable time of determination; *provided, however*, that such term shall also include such other Persons who shall become members of the Company in accordance with the terms of this Agreement and pursuant to and in accordance with the Act; *provided, further, however*, that a Person shall cease to be a Member for purposes of this Agreement at such time as such Person ceases to own any Shares.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization,

Governmental Authority or other entity and shall include any “group” within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

“**Piggyback Member**” means each Member that, together with its Affiliates, holds, as of the applicable date of determination, []% or more of the then outstanding Common Shares.

“**Pre-Emptive Rights Member**” means (i) each []% Member solely to the extent such Member is an “accredited investor” (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) and (ii) any Affiliate of such Member to whom such Member’s Pre-Emptive Rights have been delegated.

“**Prepetition First Lien Credit Agreement Claims**” has the meaning ascribed to such term in the Plan.

“**Prepetition Second Lien Credit Agreement Claims**” has the meaning ascribed to such term in the Plan.

“**Qualified Public Offering**” means the first underwritten public offering of Common Shares or other equity interests of the Company or any successor thereto pursuant to an effective registration statement filed under the Securities Act in which the net proceeds (after deducting any underwriters’ discounts and commissions) received by the Company or such successor in such offering are at least [] million dollars (\$[]).

“**Registrable Securities**” means all Common Shares held by the Members whether acquired on or after the date hereof, including (i) the Common Shares acquired upon the exercise of preemptive rights and (ii) any and all Common Shares or other equity interests issued or issuable with respect to Registrable Securities by way of Share, stock or other equity interest split, division, dividend or similar transaction or reorganization or in connection with any combination of Shares, stock, or other equity interests, recapitalization, merger, consolidation or other reorganization; *provided, however*, that Registrable Securities, once issued, shall cease to be Registrable Securities (i) upon the sale or disposal thereof pursuant to an effective Registration Statement, (ii) upon the sale thereof to the public pursuant to Rule 144 (or successor rule) under the Securities Act, (iii) upon the sale thereof in a private transaction in which the Transferor’s rights under this Agreement are not validly assigned in accordance with the terms of this Agreement or when such Registrable Securities are proposed to be sold or distributed by a Person not entitled to the registration rights under this Agreement or (iv) when such Registrable Securities cease to be outstanding.

“**Registration Statement**” means any registration statement filed pursuant to the Securities Act.

“**Related Person**” means (i) any Affiliate of the Company and (ii) any other Person if such other Person, together with its Affiliates, beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act) in the aggregate more than ten percent (10%) of the then outstanding Class A Shares.

“**Securities**” means “securities” as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, such Person’s capital stock or other equity interests or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person’s capital stock.

“**Securities Act**” means the Securities Act of 1933, as amended, or any successor statute thereto, and the rules and regulations of the Commission promulgated thereunder.

“**Shares**” means an ownership interest in the Company, including the Common Shares and Incentive Shares, and each other class or series of Shares designated by the Board of Managers in accordance with Section 4.2.

“**Subsidiary**” means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (i) fifty percent (50%) or more of the securities or other ownership interests, including profits, equity or beneficial interests; or (ii) securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

“**Tax**” and “**Taxes**” means any federal, state, local, or non-U.S. taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Third Party Purchaser**” means any Person to whom a Member seeks to Transfer its Shares in accordance with this Agreement (excluding any potential Transferee which is an Affiliate of such Transferring Member).

“**Transfer**” means any, direct or indirect, transfer, sale, assignment, pledge, hypothecation or other disposition of any Shares, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Shares, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; *provided, however*, that (i) a transaction that is a pledge shall not be deemed to be a Transfer but a foreclosure pursuant thereto shall be deemed to be a Transfer; (ii) with respect to any Member that is a widely held “investment company” as defined in the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), or any publicly traded company whose securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; and (iii) with respect to any Member that is a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-controlling interests in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Member, or the change in control of any general partner, manager or similar person of such entity, will not be deemed to be a Transfer for purposes hereof. The term “**Transferred**” shall have a correlative meaning.

1.2 Construction; Usage Generally.

(a) The definitions in this Article I or the Schedules to this Agreement shall apply equally to both the singular and plural forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and shall not be construed to limit any general statement that they follow to the specific or similar items or matters immediately following them.

(c) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

(d) All references to days (excluding references to Business Days) or months shall be deemed references to calendar days or months.

(e) Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

(f) All references herein to “Articles,” “Sections” and “Schedules” shall be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein and, unless otherwise defined therein, all terms used in any Schedule shall have the meaning ascribed to such term in this Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. Any reference in this Agreement to “\$” or “dollars” shall mean United States dollars.

(h) In calculating any Member’s ownership of Shares and any Member’s resulting *pro rata* share for the purposes of determining whether a Member shall have any rights under this Agreement, all Shares held by Affiliated Members shall be aggregated for the purposes of such calculation and determination; *provided, however*, that no Shares shall be attributed to more than one Member or Person within any such group of Affiliated Members.

(i) The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

<u>Term</u>	<u>Page No.</u>
Additional Capital Contribution	10
Agreement.....	1
Alden.....	12
Alden Manager	12
Alternative Class of Common Stock.....	42
Amended LLC Agreement.....	1
Award Agreements	12
Bankruptcy Code	9
Board Observer	16
Buyout Notice	27
CEO Manager	12
Certificate of Formation.....	1
Claims	10
Class A Shares	11
Company	1
Company Underwriter	33

Confidential Information	46
Damages.....	19
Demand Registration	32
Drag Third Party Purchaser	27
Drag-Along Outside Date	27
Drag-Along Sale	27
Dragging Members	27
Effective Date	8
Effective Transfer Time	29
Election Period.....	30
Event of Dissolution	42
Fund Indemnitee	20
Fund Indemnitors	20
Holdback Period	35
IM Underwriter	32
Incentive Plan	12
Incidental Registration	33
Indemnified Party	40
Indemnifying Party	40
Indemnitee	19
Independent Managers	12
Initial Agreement	1
Initial Term	13
Initiating Members.....	32
Investment Company Act	5
Issuance.....	30
Liabilities	39
Liability.....	39
Management.....	11
Members' Counsel.....	36
New Securities	29
Non-Initiating Members	33
Notice of Acceptance	30
Offer Notice	24
Offer Price.....	24
Offer Purchase Notice.....	24
Offered Securities	29
Offered Shares	24
Order	8
Other Investors.....	12
Other Investors Manager.....	12
Participating Rightholder	25
Permitted Amendment	11
Plan	1
Pre-Emptive Offer Notice	29
Pre-Emptive Right	29
Proportionate Percentage	29
Proposed Transfer.....	26
Protected Person	19
Records	37
Registration Expenses.....	39
Related Party Approval.....	16

Rightholders.....	24
ROFO Evaluation Period	24
S-3 Initiating Member.....	34
S-3 Non-Initiating Member.....	34
S-3 Registration	34
Selling ROFO Member	24
Selling Tag Member	26
Stock	41
Subject Purchaser.....	29
Successor Corporation	41
Tag-Along Notice	26
Tag-Along Notice Period.....	26
Tag-Along Rightholder.....	26
Third Party Sale	25
Valid Business Reason.....	32

ARTICLE II

THE COMPANY AND ITS BUSINESS

2.1 Formation. The Members hereby agree to continue the Company, which was formed pursuant to the provisions of the Act and the Certificate of Formation, and hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as otherwise provided herein, the Act. This Agreement shall constitute the “limited liability company agreement” (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Company Name. The name of the Company is “Payless Holdings LLC”. The Board of Managers may (without the consent of any Member) change the Company’s name at any time and from time to time in accordance with the provisions of the Act and upon notice to the other Members.

2.3 Effective Date and Term.

(a) This Agreement is effective as of the date first above written. The Company commenced on the date the Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware and shall continue in existence until it is dissolved and terminated in accordance with the terms hereof. This Agreement, which amends and restates the Amended LLC Agreement, was filed with the Bankruptcy Court pursuant to the Plan, confirmed by an order of the Bankruptcy Court, dated [] in [] (the “**Order**”) and became effective [], 2017 (the “**Effective Date**”). Pursuant to the Order and as set forth in the Plan, among other things, all equity Securities of the Company issued and outstanding immediately prior to the Effective Date were discharged, terminated and cancelled. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provisions, this Agreement shall, to the extent permitted by the Act, control.

(b) Notwithstanding anything herein to the contrary, the Company shall not issue any class of non-voting equity securities unless and solely to the extent permitted by Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) as in

effect on the Effective Date, provided that the foregoing restriction (i) will have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) will only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

2.4 Offices. The principal office of the Company shall be established and maintained at [] or at such other or additional place or places as the Board of Managers shall determine from time to time. The Company may have other offices at such place or places as the Board of Managers may from time to time designate.

2.5 Registered Office and Registered Agent. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Certificate of Formation. The Board may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of the State of Delaware. If the registered agent ceases to act as such for any reason or the location of the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

2.6 Filings; Authorized Persons. The Members shall execute and deliver such documents and perform such acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, qualification and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and each other jurisdiction in which the Company shall own property or conduct business. The officers of the Company or such other natural persons as the Board of Managers may hereafter designate in writing shall be deemed authorized persons within the meaning of the Act and are authorized to execute such documents and instruments on behalf of the Company and to take such other action on behalf of the Company, as, in each case, is directed by the Board of Managers from time to time.

2.7 Purposes. The Company is formed for the purposes of engaging in any lawful acts or activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

2.8 No State Law Partnership. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venturer of any other Member, Manager or Officer of the Company as a result of this Agreement and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise.

ARTICLE III

CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 Admission.

(a) On the Effective Date, the Company shall issue and contribute, as capital contributions, newly authorized and issued Class A Shares to its Subsidiaries that are borrowers under the Prepetition First Lien Credit Agreement and the Prepetition Second Lien Credit Agreement. Immediately following these capital contributions, the Subsidiaries of the Company that are borrowers under the Prepetition First Lien Credit Agreement and the Prepetition Second Lien Credit Agreement shall distribute the newly authorized and issued Class A Shares to Members in exchange for such Member's *pro rata* share of Prepetition First Lien Credit

Agreement Claims and Prepetition Second Lien Credit Agreement Claims (collectively, the “**Claims**”). All holders of limited liability company interests, interests as a member and ownership interests issued by the Company prior to the Effective Date are hereby cancelled and extinguished and of no further force or effect, and each Member consents to such cancellation and extinguishment.

(b) **Schedule A** shall be amended by the Company following any Transfer as provided by **Article IX** or any issuance of additional Shares or other equity interests of the Company in accordance with this Agreement.²

(c) Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with **Article IX**) shall contribute cash, other property (including securities) or services rendered in the amount and of the type designated by the Board of Managers and **Schedule A** shall be amended at the time of such additional Members’ admission as a Member by the Board of Managers to reflect such contribution.

3.2 **Additional Capital Contributions.** No Member shall be obligated to make any additional capital contribution to the Company. All amounts paid to the Company by a Member as additional equity capital (excluding the initial capital contributions described in **Section 3.1**) shall be deemed to be an additional capital contribution (each, an “**Additional Capital Contribution**”) by such Member for the purposes of this Agreement, and **Schedule A** shall be amended to reflect each such Additional Capital Contribution.

3.3 **No Interest in Company Property.** A Member’s Shares shall for all purposes be personal property. A Member has no interest in specific Company property.

3.4 **Distributions.** No Member shall be entitled to receive any distribution from the Company except as provided in this Agreement. Distributions (whether interim distributions or distributions on liquidation) made after the Effective Date shall be made in amounts determined by the Board of Managers to the Members, subject to the restrictions and terms set forth in the Act. All distributions, dividends, or redemptions shall be made to or among Members *pro rata* in accordance with the number of Shares held by each Member; *provided, however*, that (a) the Incentive Shares may, by their terms, which terms must be approved by the Board of Managers, provide for or result in non-*pro rata* distributions, dividends, or redemptions among the Members; (b) no unvested Incentive Shares shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless otherwise determined by the Board of Managers and (c) no vested Incentive Shares shall receive any such distributions, dividends or redemptions nor shall they be entitled to any such distributions, dividends or redemptions unless otherwise determined by the Board of Managers or expressly authorized by the terms of the agreement granting such vested Incentive Shares (in each case which agreement or form of agreement has been approved by the Board of Managers).

ARTICLE IV **SHARES**

4.1 Shares.

(a) As of the Effective Date, the ownership interests in the Company shall be evidenced by two classes of ownership interests, (i) the Class A Shares and (ii) the Class B

² Note: **Schedule A** shall be deemed Confidential Information and will not be publicly available or disclosed to any Person without the prior approval of the Board of Managers.

Shares, which are Incentive Shares, in such amounts as initially set forth on **Schedule A** attached to this Agreement, which **Schedule A** shall be updated by the Company, without any further action or approval by the Members, upon a Transfer, issuance, cancellation or other change in the Shares in accordance herewith.

(b) The Company's voting ownership interests shall consist of the Class A Shares (the "**Class A Shares**") issued by the Company in accordance with the terms and conditions of this Agreement, with such rights, powers, preferences, obligations, qualifications, limitations and restrictions as set forth in this Agreement.

(c) The Class B Shares shall be non-voting Incentive Shares and shall only be issued in accordance with Section 4.5.

4.2 Designation of Shares. The Board of Managers shall have the power to designate the ownership interests in the Company to be issued after the Effective Date into one or more classes and/or series of Shares and to fix for such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the properly approved resolution or resolutions of the Board of Managers providing for such designation, and such resolution or resolutions of the Board of Managers shall set forth such amendments to this Agreement as shall be necessary or reasonable in the sole judgment of the Board of Managers to effect such resolution and subject to Sections 6.9 and 12.4, such amendments shall be binding upon all of the Members of the Company upon a properly adopted resolution by the Board of Managers (each such amendment to this Agreement, a "**Permitted Amendment**"). Notwithstanding the foregoing, any amendment to this Agreement adopted by the Board in connection with the issuance or existence of any Incentive Shares shall not be subject to Section 6.9 or Section 12.4.

4.3 Issue of Shares; Register; Transfer. Subject to Section 9.8, the Company may issue Shares from time to time in such portions of the entire interests in the Company as the Board of Managers shall properly approve, either for cash, services, Securities, property or other value, or in exchange for other Shares, and at such price and upon such terms as the Board of Managers may, subject to the terms of this Agreement, determine. The Board of Managers may appoint one or more transfer agents and one or more registrars to maintain such register of Members of Shares.

4.4 Certificates. The Shares shall be uncertificated and issued solely in book entry form; *provided, however*, that the Company may, upon the direction of the Board of Managers, issue certificates of limited liability company interests evidencing some or all of the Shares. Each certificate evidencing any Unit, if any shall bear such appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein and imposed by applicable law.

4.5 Incentive Shares. The Company is hereby authorized to issue Incentive Shares (i.e., Class B Shares) to persons who are, or who are becoming, employees, managers or directors of the Company or its Subsidiaries (collectively, "**Management**"). Unless otherwise determined by the Board of Managers or set forth in an applicable grant agreement, the Incentive Shares shall be non-voting ownership interests. The Board of Managers is hereby authorized and directed to adopt a written plan pursuant to which all Incentive Shares shall be granted in compliance with Rule 701 of the Securities Act or another exemption, to the extent applicable (such plan as in effect from time to time, the "**Incentive Plan**"), which plan shall be in form and substance reasonably satisfactory to the Board of Managers. In connection with the adoption of the Incentive Plan and issuance of Incentive Shares, the Board of Managers is hereby authorized to negotiate and enter into award agreements with Management to whom it grants Incentive Shares (such agreements, "**Award Agreements**"). Each Award Agreement shall include

such terms, conditions, rights and obligations as may be determined by the Board of Managers, in its sole discretion, consistent with the terms herein.

ARTICLE V

MANAGEMENT OF THE COMPANY

5.1 Management and Control of the Company. The management, operation and control of the business and affairs of the Company shall be vested exclusively in the Board of Managers, except as otherwise expressly provided for in this Agreement. The Board of Managers shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and other undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. A Manager acting individually, in his or her capacity as such, will not have the power to bind the Company. The power and authority of the Board of Managers may be delegated by the Board of Managers to a committee of Managers, to any officer of the Company or to any other Person engaged to act on behalf of the Company.

5.2 Members Shall Not Manage or Control. The Members, other than as they may act by and through the Board of Managers, shall take no part in the management of the business and affairs of the Company and shall transact no business for the Company, in each case, other than as specifically delegated by the Board of Managers.

5.3 Board of Managers.³

(a) A Board of Managers shall be established and shall initially consist of [seven (7)] natural persons, in accordance with this Section 5.3. The initial Board of Managers, as of the Effective Date, shall be comprised of [], as the Alden Manager (as defined below), [], as the Other Investors Manager (as defined below), [], as the CEO Manager (as defined below) and [], [], [], [] (collectively, the “**Independent Managers**”). Notwithstanding anything to the contrary in this Agreement, (i) funds and/or accounts that are managed, advised and/or sub-advised by [Alden] and its Affiliates (collectively, “**Alden**”) shall be entitled to appoint one (1) Manager for so long as Alden continues to hold at least [50.1]% of the Class A Shares it held as of the Effective Date (such Manager and its successors, the “**Alden Manager**”); (ii) funds and/or accounts that are managed, advised and/or sub-advised by [Axar], [Octagon] and [Invesco] and their respective Affiliates (collectively, the “**Other Investors**”) shall be entitled to appoint one (1) Manager for so long as the Other Investors, collectively, continue to hold at least [50.1]% of the Class A Shares they held as of the Effective Date (such Manager and its successors, the “**Other Investors Manager**”); (iii) one (1) Manager shall be the Chief Executive Officer unless otherwise determined in accordance with Section 5.3(c) (the “**CEO Manager**”); and (iv) the Independent Managers shall be elected in accordance with Section 5.3(b). In the event that Alden and/or the Other Investors are no longer entitled to appoint a Manager pursuant to clauses (i) or (ii) above, as applicable, the applicable Member and the Secretary of the Company shall promptly inform the Board of Managers and thereafter, such position(s) instead shall be filled in accordance with Section 5.3(f).

(b) The initial term of each Independent Manager shall be through [], 2019⁴ (the “**Initial Term**”). During the Initial Term, an Independent Manager may be removed, with or without cause, at any time only with the approval of Managers comprising a Board Supermajority. Following the Initial Term, each Independent Manager shall be elected by the

³ **NTD**: Subject to ongoing review and material revision by the [First Lien Lender Group].

⁴ **NTD**: 24 months from the Effective Date.

affirmative vote of Members holding a majority of the then outstanding Class A Shares, which election may also be conducted through action by written consent pursuant to Section 6.11.

(c) If the individual serving as the CEO Manager shall cease to serve as Chief Executive Officer, such individual shall automatically resign and be replaced with the individual next serving as Chief Executive Officer (if one is then in office and if not, such CEO Manager position shall be vacant until such time as a Chief Executive Officer is appointed by the Board of Managers in accordance with this Agreement or such position may be filled by another individual, who is not required to be Chief Executive Officer, with the approval of Managers comprising a Board Supermajority).

(d) If at any time a vacancy of an Alden Manager is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of the Alden Manager, the vacancy shall, subject to Section 5.3(a), be filled by Alden. If at any time a vacancy of an Other Investors Manager is created or exists on the Board of Managers by reason of the incapacity, death, removal or resignation of an Other Investors Manager, the vacancy shall, subject to Section 5.3(a), be filled by the Other Investors.

(e) The Chairman of the Board of Managers shall be appointed from among the Managers by majority vote of the Board. The Chairman of the Board of Managers may not also serve as Chief Executive Officer unless approved by Managers comprising a Board Supermajority.

(f) Any Manager may resign at any time by so notifying the Chairman in writing. Such resignation shall take effect upon receipt of such notice by the Chairman or at such later time as is therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. Subject to Section 5.3(b), any vacancy created on the Board of Managers by reason of the incapacity, death, removal or resignation of any Independent Manager, or due to the loss of a right to appoint a Manager by Alden and/or the Other Investors in accordance with Section 5.3(a), shall be filled by majority vote of the Board of Managers until the next annual meeting, at which time such Manager shall be elected by Members holding a majority of the then outstanding Class A Shares, which election may also be conducted through action by written consent pursuant to Section 6.11.

(g) The Company shall send prompt written notice to all Managers then in office of the annual meeting and any change in the composition or size of the Board of Managers. All Managers shall be entitled to reimbursement of their reasonable and documented out-of-pocket expenses incurred in connection with their attendance of meetings of the Board of Managers and any committees of the Board of Managers.⁵

(h) The designation of an individual as a Manager shall not of itself create a right to continued membership on the Board of Managers, attendance of the meetings of the Board of Managers, or employment with the Company, as applicable.

5.4 Meetings of the Board of Managers. The Board of Managers shall hold regular meetings at least once during each fiscal quarter at such time and place as shall be determined by the Board of Managers. Special meetings of the Board of Managers may be called at any time by any two (2) or more Managers. Written notice shall be required with respect to any meeting of the Board of Managers, and written notice of any special meetings shall specify the purpose of the special meeting. Unless waived by all of the Managers then in office in writing (before, during or after a meeting) or with respect to any

⁵ **NTD:** Board compensation subject to ongoing discussion and disclosure.

Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager then in office at least one (1) Business Day before the date of such meeting. Notice of any meeting need not be given to any Manager then in office who shall submit, either before, during or after such meeting, a signed waiver of notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened.

5.5 Quorum and Voting.

(a) No action may be taken by the Board of Managers unless a quorum is present. A quorum shall consist of the presence, in person or by proxy, of a majority of the Managers then in office.

(b) Except as otherwise provided herein, the Board of Managers shall act by vote of a majority of the Managers then in office, and each Manager shall have one vote.

(c) Subject to Section 5.10, no Manager shall be disqualified from acting on any matter because such Manager, or the Member that appointed such Manager, if applicable, is interested in the matter to be acted upon by the Board of Managers so long as all material aspects of such matter have been disclosed in reasonable detail to all Managers who are to act on such matter.

5.6 Procedural Matters of the Board of Managers.

(a) Any action required or permitted to be taken by the Board of Managers (or any committee thereof) may be taken without a meeting, if all of the Managers consent in writing (including by e-mail) to such action. Such consent shall have the same effect as a vote of the Board of Managers.

(b) The Board of Managers (and each committee thereof) shall cause to be kept a book of minutes of all of its actions by written consent and in which there shall be recorded with respect to each meeting of the Board of Managers (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof.

(c) Managers may attend and participate in a meeting of the Board of Managers (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting. Meetings of the Board of Managers shall be on not less than 24 hours' notice, unless waived by all members of the Board of Managers.

(d) At each meeting of the Board of Managers, the Chairman shall preside and, in his or her absence, Managers holding a majority of the votes present may appoint any member of the Board of Managers to preside at such meeting. The secretary (or such other person as shall be designated by the Board Managers) shall act as secretary at each meeting of the Board of Managers. In case the secretary shall be absent from any meeting of the Board of Managers, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting.

(e) The Board of Managers may, by majority vote, designate one or more committees to take any action that may be taken hereunder by the Board of Managers, which

committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it.

5.7 Officers.

(a) All officers of the Company, if any, shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board of Managers. The officers of the Company, if any, shall be appointed by the Board of Managers. Each officer shall be a natural person eighteen years of age or older. One person may hold more than one office. In all cases where the duties of any officer, agent, or employee are not prescribed by this Agreement, such officer, agent or employee shall follow the orders and instructions of the Chief Executive Officer unless otherwise directed by the Board of Managers, or solely the instructions of the Board of Managers if there is no Chief Executive Officer. The officers, to the extent of their powers as set forth in this Agreement or as delegated to them by the Board of Managers, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company.

(b) The secretary of the Company, if any, will generally perform all the duties usually appertaining to the office of secretary of a limited liability company.

5.8 Terms of Office; Resignation; Removal.

(a) Each officer shall hold office until he or she is removed in accordance with clause (c) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board of Managers.

(b) Any officer may resign at any time by giving written notice to the Board of Managers. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board of Managers. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Each officer shall be subject to removal by the Board of Managers with or without cause by majority vote of the Board of Managers, subject to the terms of any applicable employment agreement.

5.9 Compensation. The compensation and terms of employment of all of the officers shall be fixed by the Board of Managers.

5.10 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into, modify (including by waiver) or terminate any transaction, agreement or arrangement with any Related Person (other than employment or indemnification arrangements with Managers, officers or employees of the Company in the ordinary course of business) unless such transaction, agreement or arrangement (a) (i) is on terms that, taken as a whole, are not materially less favorable to the Company than those that could reasonably have been obtained in a comparable arms-length transaction by the Company with an unaffiliated party and (ii) (A) with respect to any transaction or series of related transactions involving aggregate consideration less than \$[5,000,000], the transaction is approved, in good faith, by the disinterested Managers of the Board of Managers or (B) with respect to any transaction or series of related transactions involving aggregate consideration equal to or in excess of \$[5,000,000], the Company must obtain a written opinion of a nationally-recognized investment banking, accounting or appraisal firm stating that the transaction is fair to the Company from a financial point of view, or (b) is approved by Members holding 66.67% or more of the then outstanding Class A Shares (which must

include at least [three] un-Affiliated Members who are disinterested in the transaction, agreement or arrangement, or if there are fewer than [three] un-Affiliated Members who are disinterested, all such remaining disinterested Members) (collectively, the “**Related Party Approval**”).

5.11 Non-Voting Board Observers.

(a) Each Member that (together with its Affiliates) holds, as of the Effective Date, at least 10% of the then outstanding Class A Shares shall have the right to appoint one observer (for so long as such Member continues to hold at least 10% of the then outstanding Class A Shares (each such observer appointed pursuant to this Section a “**Board Observer**”) to the Board of Managers. Subject to Section 5.11(c), each Board Observer shall be entitled to attend and speak at all meetings of the Board of Managers, and shall receive all reports, meeting materials, notices and other materials as and when provided to the Managers.

(b) No Board Observer shall have the power to vote or consent to any matter presented to the Board of Managers, to take any action proposed to be taken by the Board of Managers, or to otherwise participate in the management of or direct the actions of the Company. Neither the failure to give proper notice to any Board Observer nor the failure of a Board Observer to attend a meeting of any of the Board of Managers will invalidate any actions of the Board of Managers that are otherwise duly taken.

(c) Notwithstanding the foregoing, a Board Observer may be excluded from having access to any Board materials and may be excluded from any portion of any meeting of the Board of Managers if, upon the affirmative vote of the members of the Board of Managers that are not Affiliated with the Board Observer, such exclusion is reasonably necessary to preserve the attorney-client privilege of the Company. As a condition of participating in any meeting or receiving any materials or notices, each Board Observer shall be required to execute a written acknowledgement that such Board Observer is subject to the confidentiality requirements set forth in Section 12.13.

ARTICLE VI
MEMBERS AND MEETINGS

6.1 Members. The name, address, class and number and type of Shares of each Member are set forth on Schedule A hereto. Such schedule shall be amended from time to time to reflect the admission of new Members, Additional Capital Contributions of the Members, and the Transfer of Shares, each as permitted by the terms of this Agreement. Each update to Schedule A shall be dated as of the date of such update as follows: Schedule A (dated as of [____]).

6.2 Admission of New Members. New Members may be admitted (a) by the Board of Managers or (b) in accordance with the transfer provisions contained in Article IX. Each new Member, prior to being admitted, shall represent and warrant to the Company that such new Member is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof, that such new Member acknowledges that the Shares are not registered under the Securities Act or any other applicable securities laws, and that the Shares may not be transferred, sold, assigned, pledged or otherwise disposed of except pursuant to the registration provisions of the Securities Act and any other applicable securities laws and regulations, or pursuant to an applicable exemption therefrom, and compliance with the other restrictions on transferability set forth herein, and shall make such other representations as the Company shall deem necessary or appropriate.

6.3 Resignation. A Member may not resign or withdraw from the Company prior to the dissolution and winding up of the Company. This Section 6.3 shall have no effect on a Member's right to Transfer Shares in accordance with the terms of this Agreement.

6.4 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the Act. The Members shall elect the Board of Managers in accordance with Section 5.3. Except as otherwise specifically provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company. All Members shall constitute one class or group of members for purposes of the Act.

6.5 Meetings of Members. Meetings of the Members shall be called by the Board of Managers or by Members or a group of Members holding at least twenty five percent (25%) of the Class A Shares. The Members may vote, approve a matter or take any action by vote of the Members at a meeting, in person or by proxy, or without a meeting by written consent of the Members pursuant to Section 6.11.

6.6 Place of Meetings. The Board of Managers or a duly authorized committee thereof may designate any place, either within or outside of the State of Delaware, as the place of meeting for any annual meeting or for any special meeting of the Members. If no designation is made, the place of meeting shall be the principal executive offices of the Company. Members may participate in a meeting by means of a conference telephone or electronic media by means of which all persons participating in the meeting can communicate concurrently with each other, and any such participation in a meeting shall constitute presence in person of such Member at such meeting.

6.7 Notice of Members' Meetings.

(a) In connection with the calling of any meeting of the Members, the Board of Managers may set a record date for determining the Members entitled to vote at such meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than seven (7) days nor more than fifty (50) days before the date of the meeting, either personally, by facsimile or by mail, by or at the direction of any Manager calling the meeting to each Member, whether or not such Member is entitled to vote at such meeting.

(b) Notice to Members shall be given in accordance with Section 12.3.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

6.8 Waiver of Notice.

(a) When any notice is required to be given to any Member of the Company under the provisions of this Agreement, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(b) By attending a meeting, a Member:

(i) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(ii) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting. Each holder of Class A Shares shall be entitled to one (1) vote for each Class A Share owned by such holder, except as expressly provided otherwise in this Agreement. Class B Shares (if and when issued) shall not be entitled to vote.

6.10 Quorum; Vote Required.

(a) The presence at a meeting, in person or by proxy, of Members owning a majority of the outstanding Class A Shares entitled to vote on the subject matter of the meeting at the time of the action taken constitutes a quorum for the transaction of business required. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned to a period not to exceed sixty (60) days at any one adjournment.

(b) When a quorum is present, the affirmative vote, in person or by proxy, of Members owning a majority of the Class A Shares entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by the Act or by this Agreement.

6.11 Action by Written Consent of Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members holding not less than the minimum number of Class A Shares entitled to vote that would be necessary to approve the action pursuant to the terms of this Agreement, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. In no instance where action is authorized by written consent shall a meeting of Members be required to be called or notice required to be given prior to such action; *provided, however*, a copy of the action taken by written consent shall be with the records of the Company. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of Members to take the action were obtained; *provided, however*, that the effectiveness of such action is not dependent on the giving of such notice. Written consent by the Members pursuant to this Section 6.11 shall have the same force and effect as a vote of such Members taken at a duly held meeting of the Members and may be stated as such in any document.

6.12 Voting by Ballot. Voting on any question or in any election shall be by ballot.

6.13 No Cumulative Voting. No Member shall be entitled to cumulative voting in any circumstance.

ARTICLE VII
EXCULPATION; INDEMNIFICATION; LIABILITY; OPPORTUNITY

7.1 Exculation.

(a) No Manager, officer or Member, in any way, guarantees the return of any Members' capital contributions or a profit for the Members from the operations of the Company. To the fullest extent permitted under the Act and applicable law, none of (i) the Managers, (ii) the Members (including each Member appointing and each Investment Manager directing the appointment of a Manager, whether in its capacity as such appointing Member, Investment Manager, or otherwise and each Fund Indemnitor related to such Member, Manager, and/or Investment Manager), or (iii) any of the Managers' or the Members' respective Affiliates, Investment Managers, or any of their respective officers, directors, employees, partners, members, representatives or Equityholders or any officers of the Company or its Subsidiaries (each, a "***Protected Person***") will be liable to the Company or any Member for any loss or damage sustained by the Company or any Member except as specifically provided to the contrary in the immediately following sentence. None of the Protected Persons shall be liable to the Company or its Members for any loss or damage resulting from any act or omission taken or suffered by such Protected Person in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated hereby, *provided* that (A) such Protected Person acted in good faith and in a manner such Protected Person reasonably believed to be in or not opposed to the best interests of the Company, (B) such Protected Person did not violate any applicable fiduciary duties set forth in Section 7.3(d), (C) with respect to any criminal action or proceeding, such Protected Person had no reasonable cause to believe its conduct was unlawful and (D) the loss or damage did not result from any breach of this Agreement by the Protected Person. Any Protected Person or officer may consult with legal counsel, accountants, advisors or other similar persons with respect to the Company's affairs and shall be fully protected and justified in any action or inaction that is taken or omitted in good faith, in reliance upon and in accord with the opinion or advice of such persons; *provided, however*, such legal counsel, accountants, advisors or other similar persons shall have been selected in good faith. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

(b) None of the Members, by reason of their execution of this Agreement or their status as Members or equity holders of the Company shall be responsible or liable for any indebtedness, liability or obligation of any other Member incurred either before or after the execution of this Agreement.

7.2 Indemnification.

(a) To the fullest extent permitted under the Act and applicable law, the Company shall indemnify and hold harmless each of the Protected Persons (each, an "***Indemnatee***") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, "***Damages***"), that are incurred by any Indemnatee, and arise out of, are related to, or are in connection with (i) the affairs or operations of the Company or the performance by such Indemnatee of any of the Indemnatee's responsibilities hereunder, and (ii) the service at the request of the Company by such Indemnatee as a partner, member, manager, director, officer, trustee, employee or agent of any other Person; *provided, however*, that (A) the Indemnatee acted in good faith and in a manner such Indemnatee reasonably believed to be in or not opposed to the

best interests of the Company, (B) the Indemnatee did not violate any applicable fiduciary duties set forth in Section 7.3(d), (C) with respect to any criminal action or proceeding, the Indemnatee had no reasonable cause to believe its conduct was unlawful and (D) the Damages did not result from any breach of this Agreement by the Indemnatee. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnatee did not act in good faith and in a manner which such Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnatee's conduct was unlawful. The indemnification obligations of the Company pursuant to this Section 7.2 shall be satisfied from and limited to the Company's assets and no Member shall have any personal liability on account thereof.

(b) The Company shall pay reasonable, documented expenses incurred by any Indemnatee in defending any action, suit or proceeding described in subsection (a) of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, as such Damages are incurred; *provided, however*, that any such advance shall only be made if such Indemnatee provides written affirmation to repay such advance if it shall ultimately be determined by a court of competent jurisdiction that such Indemnatee is not entitled to be indemnified by the Company pursuant to this Section 7.2.

(c) Certain Indemnitees that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers, or advisors of any Member or any of such Member's Affiliates or that are otherwise Managers (each such Person, a "**Fund Indemnatee**") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates or such Indemnitees personally (collectively, the "**Fund Indemnitors**"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance Damages or to provide indemnification for such Damages incurred by each Fund Indemnitee are secondary), (ii) the Company shall be required to advance the full amount of Damages incurred by each Fund Indemnitee and will be liable for the full amount of all such Damages paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Damages from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 7.2(c).

(d) Without limiting Section 7.2(c), the indemnification provided by this Section 7.2 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement, determination of the Board of Managers or otherwise. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 7.2 shall continue as to an Indemnatee who has ceased to be a Member, Manager or officer (or other Person indemnified hereunder) and shall inure to the benefit of the successors, executors, administrators, legatees and distributees of such Person.

(e) The provisions of this Section 7.2 shall be a contract between the Company, on the one hand, and each Indemnitee who served at any time while this Section 7.2 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 7.2 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.

(f) The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7.2 hereof and containing such other procedures regarding indemnification as are appropriate. For the avoidance of doubt, each of the Managers shall be entitled to receive indemnity contracts with the Company on terms no less favorable than any other indemnity contract entered into between the Company (or any of its Subsidiaries) and any other Manager.

7.3 Liability; Duties.

(a) No Member, Manager or officer of the Company shall be personally liable for any indebtedness, liability or obligation of the Company, except as specifically provided for in this Agreement or required pursuant to the Act or any other applicable law.

(b) Any duties (including fiduciary duties) of a Member or a Manager (but not the duties of the officers of the Company, in their capacity as such) that would otherwise apply at law or in equity (including the duty of loyalty and the duty of care) are hereby waived and eliminated to the fullest extent permitted under Delaware law and any other applicable law; *provided, however*, that (i) the foregoing shall not eliminate the obligation of each Member and Manager to act in compliance with the express terms of this Agreement and (ii) the foregoing shall not be deemed to eliminate the implied contractual covenant of good faith and fair dealing. In furtherance of the foregoing (but subject to the provisos in the foregoing), when any Member or Manager (but not the officers of the Company, in their capacity as such) takes any action under this Agreement to give or withhold its consent or approval, such Member or Manager shall have no duty (fiduciary or other) to consider the interests of the Company, its Subsidiaries or the other Members or creditors, and may act exclusively in its own interest.

(c) (c) The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the Act (including Section 18-1101 of the Act) permitting members of a limited liability company to eliminate fiduciary duties to the fullest extent permitted under the Act.

(d) The officers of the Company, in their capacity as such, shall owe the same duties (including fiduciary duties) to the Company and the Members as the duties that officers of a Delaware corporation owe to such corporation and its stockholders.

7.4 Insurance. The Company shall purchase and maintain insurance, on behalf of such Indemnitees, and may purchase and maintain insurance on behalf of the Company, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such Indemnitees, and in such amounts, as the Board of Managers reasonably determines are customary for similarly-situated businesses such as the Company and its Subsidiaries, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

7.5 Limited Liability Company Opportunity.

(a) Each Member acknowledges and affirms that the other Members may have, and may continue to, participate, directly or indirectly, in investments in assets and businesses which are, or will be, suitable for the Company or competitive with the Company's business.

(b) Each Member, individually and on behalf of the Company, expressly (i) acknowledges and agrees that no Member nor any of their respective representatives (including any Manager) will have any duty to disclose to the Company or any other Member any such business opportunities, whether or not competitive with the Company's business and whether or not the Company might be interested in such business opportunity for itself (except to the extent that (x) such representative is an officer, consultant or employee of the Company or its Subsidiaries and (y) such opportunity was presented to such representative in his or her capacity as such), (ii) agrees that the terms of this Section 7.5, to the extent that they modify or limit a duty or other obligation (including fiduciary duties), if any, that a Member, Manager or other Person may have to the Company or any other Person under the Act or other applicable law, rule or regulation, are reasonable in form, scope and content; and (iii) waives to the fullest extent permitted by the Act any duty or other obligation, if any, that a Member, Manager or other Person may have to the Company or another Person, pursuant to the Act or any other applicable law, rule or regulation, to the extent necessary to give effect to the terms of this Section 7.5.

ARTICLE VIII
ACCOUNTING; FINANCIAL AND TAX MATTERS

8.1 Books and Records; Reports.

(a) The books of the Company will be maintained at the Company's principal place of business.

(b) The Board of Managers shall maintain or cause to be maintained a system of accounting established and administered in accordance with the accrual method of accounting or as shall be required by GAAP, and shall set aside on the books of the Company or otherwise record all such proper reserves pursuant to the accrual method of accounting or as shall be required by GAAP.

(c) As soon as reasonably practicable after the close of each fiscal year of the Company, but in any event not later than one hundred and twenty (120) days after the end of each fiscal year of the Company, the Company shall provide to each Member, a copy of the audited consolidated financial statements of the Company and its Subsidiaries (including a balance sheet, statement of income and statement of cash flows, together with the notes thereto) as of the end of such fiscal year, setting forth, in each case, in comparative form the figures for the previous fiscal year, all in reasonable detail and accompanied by the opinion of a recognized independent certified public accounting firm with respect to such financial statements.

(d) As soon as reasonably practicable after the end of the quarter, but in any event not later than forty-five (45) days after the end of each quarter, the Company shall provide to each Member quarterly unaudited consolidated financial information with respect to the Company and its Subsidiaries (including a balance sheet, statement of income and statement of cash flows), all in reasonable detail.

(e) [Promptly, but in any event not later than ten (10) days after the occurrence thereof, the Company shall provide to each [7.5%] Member, and upon written request Holders of

less than [7.5%] of the Class A Shares, copies of any filings or notices of any material investigation, action, suit, proceeding or claim (or any material development with respect to any existing material investigation, action, suit, proceeding or claim) relating the Company.]]⁶

(f) [As soon as reasonably practicable after the beginning of each fiscal year of the Company, but in any event not later than sixty (60) days following the first day of each fiscal year of the Company, the Company shall provide to each [7.5%] Member, and upon written request Holders of less than [7.5%] of the Class A Shares, a consolidated annual plan, prepared in accordance with the Company's normal accounting procedures applied on a consistent basis, for the next fiscal year, containing quarterly detail, including projected quarterly borrowing base levels for such fiscal year.]

(g) The Company shall make the information and reports to be provided pursuant to Section 8.1(c) and 8.1(d) available (including by making available on an online data site) to the Members and any potential transferees of a Member's Shares, in each case, subject to such potential transferee entering into a customary non-disclosure agreement with the Company (including on a click-through basis).

(h) In no event shall any financial information required to be furnished pursuant to Sections 8.1(c)-(f) be required to include any information required by, or to be prepared or approved in accordance with, or otherwise be subject to, any provision of the Commission's Regulation S-K, Section 404 of the Sarbanes-Oxley Act of 2002 or any rules, regulations, or accounting guidance adopted pursuant to that thereunder.

8.2 Bank and Investment Accounts. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Board of Managers, in such checking, savings or other accounts, or held in its name in the form of such other investments, as shall be designated by the Board of Managers. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such officer or officers of the Company as the Board of Managers may designate.

8.3 Tax Election. The Company shall elect to be taxed as a corporation for federal and state Tax purposes.

ARTICLE IX

TRANSFERS; RIGHT OF FIRST OFFER; TAG-ALONG RIGHT; DRAG- ALONG RIGHT; PRE-EMPTIVE RIGHTS

9.1 Limitation on Transfer.

(a) The Members shall not, directly or indirectly, Transfer any Shares except in accordance with the provisions of this Agreement. Any attempt to Transfer any Shares in violation of the provisions of this Article IX shall be null and void *ab initio* and the Company shall not register or effect any such Transfer. Any Transfer pursuant to Sections 9.2, 9.3 or 9.4 shall not be prohibited by this Section 9.1.

(b) No Transfer of any Shares shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or to the Shares to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the

⁶ Materiality threshold to be discussed.

Company or any Member thereof under the Exchange Act or would otherwise require the Company or any Member to make any filing with the Commission, (iii) such Transfer would, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an “investment company” under the Investment Company Act, (iv) such Transfer would cause an Event of Dissolution, (v) following such proposed Transfer, the Company would have either (A) in the aggregate, more than eighteen hundred (1,800) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (B) in the aggregate, more than four hundred and fifty (450) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act (determined, in each case, in the Company’s sole discretion); or (vi) such Transfer would cause or contribute to the possibility of a loss of any accrued net operating loss tax benefits or other tax attributes; *provided, however*, that the Board may waive any of subclause (i) through (vi). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 9.1(b) and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(c) The Board of Managers shall have the power to determine all matters related to this Section 9.1, including matters necessary or desirable to administer or to determine compliance with this Section 9.1 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board of Managers with respect to such matters related to this Section 9.1 shall be final and binding on the Company and the Members and any proposed transferee.

9.2 Right of First Offer.

(a) Except in a transaction pursuant to which Sections 9.3 or 9.4 apply, if at any time a 1% Member (the “**Selling ROFO Member**”) wishes to effect a Transfer of all or any portion of such Member’s Class A Shares (other than a Transfer to one or more Affiliates), such Selling ROFO Member shall first deliver a written notice (the “**Offer Notice**”) to the Company for transmittal to each Member (together with its Affiliates) who held [5]% or more of the Class A Shares as of the Effective Date (collectively, the “**Rightholders**”), which Offer Notice shall state the (i) the number of Class A Shares such Selling ROFO Member proposes to Transfer (the “**Offered Shares**”), and (ii) all other material terms and conditions of the proposed Transfer (other than the proposed amount and consideration (which shall be exclusively cash) for the Offered Shares).

(b) Each Rightholder shall have a period of [ten (10)] Business Days following the receipt of the Offer Notice (the “**ROFO Evaluation Period**”) to provide the Selling ROFO Member, an irrevocable written offer to acquire all (but not less than all) of the Offered Shares by delivering written notice (the “**Offer Purchase Notice**”) to the Company and the Selling ROFO Member stating that it offers to purchase such Offered Shares upon the price, terms and conditions specified in the Offer Notice and specifying the consideration (which shall be exclusively cash) it is offering to pay for such Offered Shares (the “**Offer Price**”). Any Offer Purchase Notice shall be binding upon delivery, and irrevocable by the applicable Rightholder. If the Offer Price set forth in any Offer Purchase Notice is less than the Offer Price set forth in any other Offer Purchase Notice, the Selling ROFO Member shall, within [five (5)] Business Days after the expiration of the ROFO Evaluation Period, deliver written notice to the Company and the Rightholders specifying the highest Offer Price set forth in any Offer Purchase Notice, whereupon each other Offer Purchase Notice shall be deemed automatically revoked[; *provided*, that any Rightholder whose Offer Purchase Notice has been revoked shall have the right, exercisable within [five (5)] Business Days after the expiration of the ROFO Evaluation Period,

to match the highest Offer Price initially offered by delivering a revised Offer Purchase Notice to the Selling ROFO Member, the Company and the other Rightholders.] In the event that more than one Rightholder delivers an Offer Purchase Notice offering the same, highest Offer Price [(including pursuant to the matching right set forth in the proviso in the preceding sentence)], each such Rightholder (each, a “**Participating Rightholder**”) shall be allocated its pro rata portion of the Offered Shares based on the number of Shares owned by such Participating Rightholder. Each Rightholder that does not deliver an Offer Purchase Notice during the ROFO Evaluation Period shall be deemed to have waived all of such Rightholder’s rights to purchase the Offered Shares under this Section 9.2.

(c) If (i) (A) no Offer Purchase Notice has been timely delivered under Section 9.2(b) or (B) the Participating Rightholders have otherwise failed to purchase the Offered Shares pursuant to the terms and conditions in this Section 9.2, or (ii) the highest Offer Price offered by Participating Rightholders is unacceptable to the Selling ROFO Member, then the Selling ROFO Member shall be permitted to Transfer the Offered Shares on the terms and conditions set forth in the Offer Notice to a Third Party Purchaser for a purchase price in cash, net of commissions or similar expenses, that is, in the case of clause (i), mutually agreed upon by such Selling ROFO Member and such Third Party Purchaser or, in the case of clause (ii), at least 105% greater than the highest Offer Price that the Selling ROFO Member received pursuant to Section 9.2(b) (any such sale pursuant to either of clauses (i) or (ii), a “**Third Party Sale**”); *provided, however*, that such Third Party Sale must be consummated within [thirty (30)] days after the earlier to occur of (x) the waiver by all of the Rightholders of their option to purchase the Offered Shares and (y) the expiration of the ROFO Evaluation Period. If such Third Party Sale is not consummated within such [thirty (30)] day period for any reason, then the restrictions provided for in this Section 9.2 shall again become effective, and no Transfer of Class A Shares may be made thereafter by the Selling ROFO Member without again offering the same to the Rightholders in accordance with this Section 9.2.

(d) Each Member shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 9.2, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate. At the closing of any sale and purchase contemplated by this Section 9.2, the Selling ROFO Member shall provide representations, warranties, covenants and indemnities in its individual capacity in connection with such transaction, and such representations, warranties, covenants and indemnifications shall be limited to customary fundamental representations and warranties of (i) its brokers and finders, (ii) title to its Offered Shares, free and clear of all liens, claims and encumbrances (other than those arising under applicable securities laws and this Agreement), (iii) its authority, power and right to enter into and consummate the transaction without violating any other material agreement or applicable law, (iv) its power and right to enter into and consummate the transaction without the consent of a Governmental Authority or Person and (v) the absence of any required consents for it to enter into and consummate the transaction and the absence of any registration requirements in connection therewith. The Selling ROFO Member’s liability under the definitive transfer agreement with respect to such transaction will not exceed the total purchase price received by the Selling ROFO Member in such transaction except for liability resulting from fraud or knowing and willful breach. In no event shall any Affiliate (other than any Affiliate of such Selling ROFO Member which Affiliate itself is Transferring Class A Shares in such transaction) of such Selling ROFO Member be liable under such transaction, in any respect.

9.3 Tag-Along Right.

(a) Prior to an Initial Public Offering, if a Member or group of Members (the “**Selling Tag Member**”) elects to Transfer Class A Shares representing []% or more of the then outstanding Class A Shares to a Third Party Purchaser, in one or a series of related transactions, then such Selling Tag Member shall offer each []% Member (each a “**Tag-Along Rightholder**”) the right to include in such Selling Tag Member’s Transfer to the Third Party Purchaser the Tag-Along Rightholder’s *pro rata* share of the Class A Shares proposed to be Transferred by the Selling Tag Member determined based on the relative ownership of Class A Shares held by Selling Tag Member, at the same price and on the same terms and conditions described in the Tag-Along Notice (as defined below).

(b) Prior to the consummation of any proposed Transfer described in Section 9.3(a) (a “**Proposed Transfer**”), the Selling Tag Member proposing to make the Proposed Transfer shall offer to the other Tag-Along Rightholders the right to be included in the Proposed Transfer by sending written notice (the “**Tag-Along Notice**”) to the Company and the Tag-Along Rightholders, which notice shall (i) state the name of such Selling Tag Member, (ii) state the name and address of the proposed Third Party Purchaser, (iii) state the portion of such Selling Tag Members’ Class A Shares to be sold, (iv) state the proposed purchase price and form of consideration of payment and all other material terms and conditions of such sale (including the identity of the Third Party Purchaser), (v) include a calculation of the consideration to be received by each Tag-Along Rightholder and (vi) include a representation that the Third Party Purchaser has been informed of the “tag-along” rights provided in this Section 9.3 and has agreed to purchase the Class A Shares in accordance with the terms hereof. Such right shall be exercisable by written notice to the Selling Tag Member (with a copy to the Company) given within fifteen (15) days after delivery of the Tag-Along Notice (the “**Tag-Along Notice Period**”) specifying the number of Class A Shares with respect to which such Tag-Along Rightholder has elected to exercise its rights under this Section 9.3. If the Third Party Purchaser elects to purchase less than all of the Common Shares offered for sale as a result of the Tag-Along Rightholders’ exercise of their “tag-along” rights provided in this Section 9.3, the Selling Tag Member and each Tag-Along Rightholder exercising its rights shall have the right to include its *pro rata* share of the Class A Shares to be Transferred to the Third Party Purchaser on the same terms and conditions as the Selling Tag Member including, in exchange for the *pro rata* share of consideration to be received by the Selling Tag Member. Failure by a Tag-Along Rightholder to respond within the Tag-Along Notice Period shall be regarded as a rejection of the offer made pursuant to the Tag-Along Notice and a waiver by such Tag-Along Rightholder of its rights under this Section 9.3 only with respect of the applicable Tag-Along Notice.

(c) Each Tag-Along Rightholder shall agree (i) to make such representations, warranties, covenants, indemnities and agreements to the Third Party Purchaser as made by the Selling Tag Member in connection with the tag-along Transfer and (ii) to substantially the same terms and conditions to the Transfer as the Selling Tag Member agrees (including the same consideration the Selling Tag Member receives); *provided, however*, that (A) the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such tag-along Transfer shall in no event be broader or more burdensome than those given by the Selling Tag Member, (B) all such representations, warranties, covenants, indemnities and agreements shall be made by each Tag-Along Rightholder and the Selling Tag Member severally and not jointly and severally, (C) a Tag-Along Rightholder’s liability under the definitive purchase agreement with respect to such transaction will not exceed the total purchase price received by such Tag-Along Rightholder in such transaction except for liability resulting from fraud or knowing and willful breach, and (D) any consideration, including escrow or holdbacks, applicable to such tag-along transaction shall be applied *pro rata* among the Members participating in the Tag-Along transaction, it being further agreed that in no event shall any Affiliate (other than any Affiliate of such Tag-Along Rightholder that is selling its Common

Shares in such transaction) of such Tag-Along Rightholder be liable under such transaction, in any respect.

9.4 Drag-Along Right.

(a) Prior to any Initial Public Offering, if a Member or group of Members holding [%] or more of the then outstanding Class A Shares (the “**Dragging Members**”) proposes to consummate a Company Sale to any Person, other than to an Affiliate of the Company, its Subsidiaries or any of the Dragging Members (a “**Drag Third Party Purchaser**”; *provided*, that such an Affiliate or Dragging Member can be a Drag Third Party Purchaser if the relevant transaction receives the Related Party Approval) (and such a transaction, a “**Drag-Along Sale**”), then such Dragging Members shall have the right, in lieu of complying with the provisions of Sections 9.2, 9.3 or 9.5, to require each Member to include the *pro rata* portion of their Shares in such sale and/or vote their Shares and take any other actions in furtherance thereof on the same terms and conditions applicable to the Dragging Members (if applicable), including by waiving any appraisal or similar rights with respect to the Drag-Along Sale and executing any action by written consent of the Members. [Notwithstanding the foregoing, a majority of the Board of Managers must ratify such Drag-Along Sale prior to the consummation of the Drag-Along Sale.]⁷ Such right shall be exercisable by written notice (a “**Buyout Notice**”) given to each Member other than the Dragging Members which shall state (i) that such Dragging Members propose to effect the Drag-Along Sale to such Drag Third Party Purchaser, (ii) that such Drag-Along Sale has been ratified by the Board of Managers, (iii) the name of the Drag Third Party Purchaser, and (iv) the purchase price the Drag Third Party Purchaser is paying for the Shares and which attaches a copy of any definitive agreements in connection with such Drag-Along Sale. Each such Member agrees that, upon receipt of a Buyout Notice, each such Member shall be obligated to sell all of its Shares for the purchase price set forth in the Buyout Notice (on the same price and with the same amount of consideration or choice of consideration given to all other Members) and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting such Shares in favor of such transaction); *provided, however*, that the consideration in any Drag-Along Sale shall only consist of cash, equity securities listed on a national securities exchange and freely tradable upon receipt, or a combination or election thereof.

(b) The closing with respect to any Drag-Along Sale pursuant to this Section 9.4 shall be held as soon as practicable and at the time and place specified in the Buyout Notice but in any event within nine (9) months of the date the Buyout Notice is delivered to the Members; *provided that* such nine (9) month period may be extended for a period of up to ninety (90) days to the extent necessary to obtain any regulatory approvals required in connection with the Drag-Along Sale (the “**Drag-Along Outside Date**”). Consummation of the Transfer of Shares by any Member to the Drag Third Party Purchaser in a Drag-Along Sale (i) shall be conditioned upon consummation of the Transfer by each Dragging Member, if applicable, to such Drag Third Party Purchaser of the Shares proposed to be Transferred by the Dragging Members and (ii) may be effected by a Transfer of the Shares or the merger, consolidation or other combination of the Company with or into the Drag Third Party Purchaser or its Affiliate, in one or a series of related transactions. If the proposed Transfer with respect to the applicable Shares subject to the Buyout Notice does not meet the requirements of Section 9.4(a) prior to the Drag-Along Outside Date, such Dragging Members shall be deemed to have forfeited their rights to require the other Members to sell all of their Shares to such Drag Third Party Purchaser in connection with such Drag-Along Sale.

⁷ **NTD**: To be discussed.

(c) In connection with any Transfer pursuant to a Buyout Notice, each other Member shall execute the applicable transaction agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, agreements, escrows and holdback arrangements as the Dragging Members, if applicable, make or provide in connection with the Drag-Along Sale (in each case, such representations, warranties, covenants, indemnities, agreements, escrows and holdback arrangements shall be included in the Buyout Notice); *provided, however*, that each other Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Shares, authorization, execution and delivery of relevant documents, enforceability of such documents against such Member, and other matters relating to such Member, but not with respect to any of the foregoing with respect to any other Members, the Dragging Members or their Shares; *provided, further, however*, that all representations, warranties, covenants and indemnities in the applicable transaction agreement shall be made by the Dragging Members and the other Members severally and not jointly and any indemnification obligation shall be *pro rata* based on the consideration received by the Dragging Members and each other Member, in each case, in an amount not to exceed the aggregate proceeds received by the Dragging Members and each other Member in the Drag-Along Sale; *provided, further*, in no event shall any other Member be required to enter into a non-compete or any other restrictive covenant. Any transaction costs, including legal, accounting and investment banking fees and expenses incurred in connection with a Drag-Along Sale and for the benefit of all Members (it being understood that costs incurred by or on behalf of a Member for his, her or its sole benefit will not be considered to be for the benefit of all Members), to the extent not paid or reimbursed by the Company or the Drag Third Party Purchaser, shall be borne by the Members on a *pro rata* basis based on the consideration received by each Member in such Drag-Along Sale.

(d) In no manner shall this Section 9.4 or anything else in this Agreement, be construed to grant to any Member any dissenters rights or appraisal rights or give any Member any right to vote in any Drag-Along Sale structured as a merger or consolidation (it being understood that the Members hereby expressly waive rights under Section 18-210 of the Delaware Act (entitled "Contractual Appraisal Rights") and any similar right in all circumstances). This Section 9.4(d) and any waiver of dissenters rights, appraisal rights or similar rights provided by a Member hereunder, shall survive and continue in full force and effect with respect to each Member regardless of whether such Member Transfers its Shares in full.

(e) Each Member hereby grants to the Company (i) an irrevocable proxy coupled with an interest to vote, including in any action taken by written consent, such Member's Shares to approve any Drag-Along Sale pursuant to this Section 9.4 and (ii) an irrevocable power of attorney coupled with an interest to execute and deliver in the name and on behalf of such Dragged Stockholder all such agreements, instruments and other documentation as is required to transfer such Member's Shares, subject to the limitations in Section 9.4(c).

9.5 Condition to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers permitted under this Article IX (excluding Transfers pursuant to Section 9.4) shall be completed or effective unless each of the following has been satisfied or waived by the Board of Managers on the date of such Transfer:

(a) The Member making such Transfer shall have provided to the Company, at least five (5) Business Days' prior to the proposed Transfer, (i) a duly executed Certificate of Transfer, in substantially the form attached hereto as Exhibit A, and (ii) such other information or documents, including a legal opinion to the extent required under Section 9.5(b) below, as may be reasonably requested by the Company in order for it to make such determination. Notwithstanding anything to the contrary herein, no Transfer of Shares shall be recognized by the

Company unless and until the transferee of such Shares, if it is not already a Member, shall have executed and delivered to the Company a joinder agreement and transfer certificate, in substantially the form attached hereto as **Exhibit B**.

(b) The Company shall not be required to register any Transfer, unless: (i) such Transfer does not and will not violate the Securities Act, (ii) such Transfer does not and will not impose liability or reporting obligations on the Company or any Member under the Exchange Act or otherwise required to make any filing with the Commission, (iii) such Transfer does not and will not, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an “investment company” under the Investment Company Act, (iv) such Transfer does not and will not cause an Event of Dissolution and (v) the requirements of **Section 9.5(a)** above have been satisfied.

9.6 **Effect of Transfer.** Upon the close of business on the effective date of any Transfer of Shares (the “***Effective Transfer Time***”) in accordance with the provisions of this Agreement, (a) the Transferee shall be admitted as a Member (if not already a Member) and for purposes of this Agreement such transferee shall be deemed a Member, and (b) the Transferred Shares shall continue to be subject to all the provisions of this Agreement. Unless the transferor and Transferee otherwise agree in writing, and give written notice of such agreement to the Company at least seven (7) days prior to such Effective Transfer Time, all distributions declared to be payable to the transferor at or prior to such Effective Transfer Time shall be made to the transferor. No Transfer shall relieve the transferor (or any of its Affiliates) of any of their obligations or liabilities under this Agreement arising prior to the closing of the consummation of such Transfer.

9.7 **Tolling.** All time periods specified in this **Article IX** are subject to reasonable extension for the purpose of complying with requirements of law or regulation as determined by the Board of Managers.

9.8 **Pre-Emptive Rights.**

(a) At any time prior to the consummation of a Qualified Public Offering, if the Company or any of its Subsidiaries shall propose to issue and sell any Shares or any security convertible into or exchangeable for any Shares or any other Securities (other than any Excluded Issuances) of the Company or any Subsidiary (including any equity, debt or equity security convertible into equity, warrant, option, or other similar security) (collectively, the “***New Securities***”) or enter into any contracts relating to the issuance and sale of any New Securities to any Person (the “***Subject Purchaser***”), each Pre-Emptive Rights Member as of the date of issuance of such New Securities shall have the right (a “***Pre-Emptive Right***”) to purchase such Member’s *pro rata* share of all Pre-Emptive Rights Members (based on ownership of Common Shares) of the New Securities at the same price and on the same other terms proposed to be issued and sold (the “***Proportionate Percentage***”). The Company shall offer to sell to any such Member its Proportionate Percentage of such New Securities (the “***Offered Securities***”) and to sell to any such Member such of the Offered Securities as shall not have been subscribed for by the other Members as hereinafter provided, at the price and on the terms described above, which shall be specified by the Company in a written notice delivered to any such Member, which notice shall also state (x) the number of New Securities proposed to be issued and (y) the portion of the New Securities available for purchase by such Member, and shall be delivered to such Members not later than seven (7) Business Days prior to any issuance giving rights under this **Section 9.10** (the “***Pre-Emptive Offer Notice***”). The Pre-Emptive Offer Notice shall by its terms remain open for a period of five (5) Business Days from the date of receipt thereof (the “***Election Period***”) and shall specify the date on which the Offered Securities will be sold to accepting Members (which shall be at least five (5) but not more than one hundred and eighty (180) days from the date of the Pre-

Emptive Offer). The failure of any Member to respond to the Pre-Emptive Offer Notice during the Election Period shall be deemed a waiver of such Members' Pre-Emptive Rights with respect to the applicable Pre-Emptive Offer Notice.

(b) Notwithstanding the advance notice requirements in Section 9.8(a), if the Board of Managers determines that special circumstances warrant, the Company may provide a Pre-Emptive Offer Notice after the issuance of the New Securities (the "**Issuance**"), in which case (1) if the Issuance was to an existing Member, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Person to whom the Issuance is made (or from the Company, or the issuing Subsidiary, as applicable, following a corresponding redemption from such Person), promptly following the Issuance, such Pre-Emptive Rights Member's Proportionate Percentage (calculated disregarding all Common Shares held by the existing Member to which the Issuance was made) of the number of Offered Securities that was issued in the Issuance and otherwise on the terms set forth in Sections 9.8(a), (c) and (d) or (2) if the Issuance was not to an existing Member, the Company shall ensure that each Pre-Emptive Rights Member that elects to exercise its Pre-Emptive Rights within the Election Period is offered the right to acquire from the Person to whom the Issuance is made (or from the Company following a corresponding redemption from such Person), promptly following the Issuance, such number of Offered Securities that such Pre-Emptive Rights Member would have been entitled to acquire had the Issuance (including any such subsequent Issuance) occurred following the expiration of the Election Period and otherwise on the terms set forth in Sections 9.8(a), (c) and (d).

(c) Each Pre-Emptive Rights Member shall have the right, during the Election Period, to purchase any or all of its Proportionate Percentage of the Offered Securities at the purchase price and on the terms stated in the Pre-Emptive Offer. Notice by any Member of its acceptance, in whole or in part, of a Pre-Emptive Offer shall be in writing (a "**Notice of Acceptance**") signed by such Pre-Emptive Rights Member and delivered to the Company prior to the end of the specified period of the Pre-Emptive Offer, setting forth the Offered Securities such Pre-Emptive Rights Member elects to purchase.

(d) Each Pre-Emptive Rights Member shall have the additional right to offer in its Notice of Acceptance to purchase any of the Offered Securities not accepted for purchase by any other Pre-Emptive Rights Members, in which event such Offered Securities not accepted by such other Pre-Emptive Rights Members shall be deemed to have been offered to and accepted by the Pre-Emptive Rights Members exercising such additional right under this Section 9.8(d) *pro rata* in accordance with their respective Proportionate Percentages (determined without regard to those Pre-Emptive Rights Member not electing to purchase their full respective Proportionate Percentages under the foregoing paragraph (a)) on the same terms and conditions as those specified in the Pre-Emptive Offer, but in no event shall any such electing Pre-Emptive Rights Member be allocated a number of New Securities in the Company in excess of the maximum number of Offering Securities such Pre-Emptive Rights Member has elected to purchase in its Notice of Acceptance.

(e) At the closing of the purchase of New Securities subscribed for by the Pre-Emptive Rights Member under this Article IX, the Company shall deliver certificates (if applicable) representing the New Securities and/or update Schedule A of this Agreement, and such New Securities shall be issued free and clear of all liens and the Company shall so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Members that elected to purchase New Securities and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Member purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New

Securities purchased by it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(f) Sale to Subject Purchaser. In the case of any Pre-Emptive Offer, if Notices of Acceptance given by the Members do not cover in the aggregate all of the Offered Securities, the Company may during the period of one hundred and eighty (180) days following the date of expiration of such Pre-Emptive Offer sell to any other Person or Persons all or any part of the New Securities not covered by a Notice of Acceptance, but only on terms and conditions that are no more favorable, with respect to price or other material terms in the aggregate, to such Person or Persons or less favorable, with respect to price or other material terms in the aggregate, to the Company than those set forth in the Pre-Emptive Offer. If such sale is not consummated within such one hundred and eighty (180) day period for any reason, then the restrictions provided for herein shall again become effective, and no issuance and sale of New Securities may be made thereafter by the Company without again offering the same in accordance with this Article IX. The closing of any issuance and purchase pursuant to this Section 9.8 shall be held at a time and place as the parties to the transaction may agree.

9.9 Limitation on Share Ownership.

(a) Commencing on the Effective Date, (i) no Person, other than Members (and their Affiliates) who held over [5]% of the Class A Shares as of the Effective Date, shall acquire more than [15]% of the then outstanding Class A Shares (other than in connection with a Company Sale in compliance with Section 9.4) unless such Person receives the approval of either: (i) a majority vote of the Board of Managers or (ii) Members holding at least 66.67% of the then outstanding Class A Shares.

(b) If the Board of Managers shall at any time determine that a Transfer or other event has taken place that results in a violation of Section 9.9(a) or that a Person intends to acquire or has attempted to acquire ownership of Common Shares in violation of Section 9.9(a) (whether or not such violation is intended), the Board of Managers shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including, without limitation, refusing to give effect to such Transfer on the books of the Company or instituting proceedings to enjoin such Transfer or other event (and such Person shall be liable, without limitation, for all costs incurred in connection therewith); *provided, however*, that any Transfer or attempted Transfer or other event in violation of Section 9.9(a) shall, to the fullest extent permitted by law, be *void ab initio* as provided above irrespective of any action (or non-action) by the Board of Managers.

(c) No delay or failure on the part of the Company or the Board of Managers in exercising any right hereunder shall operate as a waiver of any right of the Company or the Board of Managers, as the case may be, except to the extent specifically waived in writing.

ARTICLE X
REGISTRATION RIGHTS

10.1 Demand Registration Right.

(a) At any time prior to or after a Qualified Public Offering, each Member or group of Members, which collectively hold an aggregate of []% or more of the then outstanding Class A Shares (collectively, the “*Initiating Members*”), may make a written request

(specifying the intended method of disposition and the amount of Registrable Securities (as defined herein) proposed to be sold) that the Company effect, and the Company shall use its reasonable best efforts to effect, a registration of its Securities (a “**Demand Registration**”) of all or any requested portion of the Registrable Securities collectively held by such Members (subject to Section 10.4(a)). The Company shall not be obligated to effect a Demand Registration if the Registrable Securities requested by the Initiating Member to be registered have (x) at any time prior to a Qualified Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than [one hundred million dollars (\$100,000,000)] or (y) at any time after a Qualified Public Offering, an estimated aggregate public offering price (before deduction of any underwriting discounts and commissions) of less than [twenty five million dollars (\$25,000,000)]. If the Board of Managers, in its good faith judgment, determines that any registration of the Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company (a “**Valid Business Reason**”), the Company may (i) postpone filing a Registration Statement relating to a Demand Registration until such Valid Business Reason no longer exists, but in no event for more than one hundred and eighty (180) days, and (ii) in case a Registration Statement has been filed relating to a Demand Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of a majority of the Board of Managers, acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated; *provided, however*, that a new Registration Statement is filed within one hundred and eighty (180) days thereafter, or may postpone amending or supplementing such Registration Statement, but in no event for more than one hundred and eighty (180) days; *provided, however*, that if the registration of Registrable Securities is postponed pursuant to clause (i), the Company shall not be permitted to register under the Securities Act any equity Securities of the Company owned by other Members of the Company during any such postponement. The Company shall give written notice of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing under this Section 10.1 more than once in any twelve (12) month period. For the avoidance of doubt, any postponement or withdrawal of a Registration Statement shall result in the related registration of Registrable Securities not constituting a Demand Registration for purposes of Section 10.3 hereof.

(b) The Company shall use its reasonable best efforts to cause such Demand Registration to be in the form of a firm commitment underwritten offering and the managing underwriter or underwriter selected for such offering shall be selected by the Initiating Members (the “**IM Underwriter**”). In connection with any Demand Registration under this Section 10.1 involving an underwritten offering, none of the Registrable Securities held by an Initiating Member making a request for inclusion of such Registrable Securities shall be included in such underwritten offering unless such Initiating Member accepts the terms of the offering as agreed upon by the Company and the IM Underwriter, such terms to be in an underwriting agreement in customary form, and then only in such quantity as will not, in the reasonable determination of the Company based on discussions with the IM Underwriter, jeopardize the success of such offering.

10.2 Piggyback Registration Right.

(a) Within ten (10) Business Days following receipt by the Company of a request from the Initiating Members to effect a Demand Registration, the Company shall give written notice of such request to each Piggyback Member (the “**Non-Initiating Members**”), which shall describe the anticipated filing date, the proposed registration and plan of distribution,

and offer the Non-Initiating Members the opportunity to register their *pro rata* share (based on the ownership of the Non-Initiating Members as compared to the ownership of the Initiating Members) of Registrable Securities (an “**Incidental Registration**”) in such registration. Following the receipt of such notice, each Non-Initiating Member shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) Business Days following receipt of notice from the Company, to include all or any portion of their Registrable Securities in such Demand Registration (subject to Section 10.4(a)). The right of each Non-Initiating Member to have Registrable Securities included in a Demand Registration pursuant to this Section 10.2(a) shall be conditioned upon each Non-Initiating Member entering into (together with the Initiating Members) an underwriting agreement in customary form with the IM Underwriter. Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the IM Underwriter to permit the Non-Initiating Members to participate in the Incidental Registration to include its Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Initiating Members.

(b) In connection with an offering by the Company or the Successor Corporation for its own account or for the benefit of any Member (other than a registration statement on Form S-4 or S-8 or any successor thereto), the Company shall give written notice to all of the Members at least twenty (20) Business Days prior to the proposed offering. Following the receipt of such notice, each Member (together with its Affiliates) shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) days following receipt of notice from the Company, to include all or any portion of its Registrable Securities in such offering (subject to Section 10.4(b)). The right of each Member to have Registrable Securities included in an offering pursuant to this Section 10.2(b) shall be conditioned (if an underwritten offering) upon each Member entering into (together with the Company) an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Company (the “**Company Underwriter**”). Subject to Section 10.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit the Members to participate in a registration pursuant to this Section 10.2(b) to include their Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Company or any other Member.

10.3 Effective Demand Registration. The Company shall use its reasonable commercial efforts to cause any Demand Registration to become effective not later than one hundred and twenty (120) days after it receives a request under Section 10.1(a) hereof and to remain effective for the lesser of (i) the period during which all Shares registered in the Demand Registration are sold and (ii) one hundred and twenty (120) days, *provided, however*, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the Commission or other Governmental Authority for any reason not solely attributable to the Initiating Member and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure by the Initiating Member. Subject to the exceptions described in Section 10.1 and this Section 10.3, the Company shall only be obligated to effect an aggregate of four (4) Demand Registrations under this Agreement and shall not be required to effect more than one (1) Demand Registration in any three month period.

10.4 Cutback.

(a) If the Company shall reasonably determine (after consultation with the IM Underwriter) that the amount of Registrable Securities requested to be included in such Demand Registration exceeds the amount which can be sold in such offering without adversely affecting

the distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering *pro rata* based on the number of Registrable Securities owned by each such Initiating Member and Non-Initiating Member.

(b) If the Company reasonably determines (after consultation with the relevant underwriter) that the amount of Registrable Securities requested to be included in an underwritten offering contemplated by Section 10.2(b) exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering by (i) first only including the Registrable Securities (or portion thereof) being sold for the account of the Company that the Company so determines can be included and (ii) second, to the extent that all Registrable Securities being sold for the account of the Company can be included, then only including the total number of Registrable Securities of the Members in such offering as the Company so determines can be included (in addition to all such Registrable Securities being sold for the account of the Company) with each such Member entitled to include its *pro rata* share based on the number of Registrable Securities owned and proposed to be included by such Member.

10.5 Form S-3 Registration.

(a) S-3 Registration. Following a Qualified Public Offering and upon the Successor Corporation becoming eligible for use of Form S-3 (or any successor form thereto) under the Securities Act in connection with a public offering of its securities, in the event that the Successor Corporation shall receive from any []% Member (together with its Affiliates) (the “**S-3 Initiating Member**”) a written request that the Successor Corporation register, under the Securities Act on Form S-3 (or any successor form then in effect) (an “**S-3 Registration**”), all or a portion of the Stock owned by such S-3 Initiating Member, the Successor Corporation shall give written notice of such request to all of the other Members (other than S-3 Initiating Member) at least twenty (20) Business Days before the anticipated filing date of such Form S-3, and such notice shall describe the proposed registration and offer such other Members the opportunity to register the number of shares of Stock as each other Member may request in writing to the Successor Corporation, given within ten (10) Business Days after their receipt from the Successor Corporation of the written notice of such registration. If requested by the S-3 Initiating Member, such S-3 Registration shall be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act. The Successor Corporation shall use its reasonable best efforts to (x) cause such registration pursuant to this Section 10.5(a) to become and remain effective as soon as practicable, but in any event not later than forty-five (45) days after it receives a request therefor and (y) include in such offering the Stock of the other Members (other than S-3 Initiating Member) (the “**S-3 Non-Initiating Members**”) who have requested in writing to participate in such S-3 Registration on the same terms and conditions as the Stock of the S-3 Initiating Member.

(b) Delay of S-3 Registration. If the Board of Managers has a Valid Business Reason, the Successor Corporation may (x) postpone filing a Registration Statement relating to a S-3 Registration until such Valid Business Reason no longer exists, but in no event for more than ninety (90) days, and (y) in case a Registration Statement has been filed relating to a S-3 Registration, if the Valid Business Reason has not resulted from actions taken by the Successor Corporation, the Successor Corporation, upon the approval of a majority of the Board of Managers acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such Registration Statement. The Successor Corporation shall give written notice to the Members of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid

Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Successor Corporation may not postpone or withdraw a filing due to a Valid Business Reason more than once in any twelve (12) month period. The Successor Corporation shall not be required to effect any registration pursuant to this Section 10.5, (i) within ninety (90) days after the effective date of any other Registration Statement of the Successor Corporation or (ii) if Form S-3 is not available for such offering by the S-3 Initiating Member.

10.6 Holdback Agreements.

(a) To the extent not inconsistent with applicable law and requested by the underwriter, in the case of an underwritten public offering by the Company or by the Members pursuant to this Agreement, each Member agrees not to effect any public sale or distribution of any Registrable Securities or of any securities convertible into or exchangeable or exercisable for such Registrable Securities, including a sale pursuant to Rule 144 under the Securities Act, or offer to sell, contract to sell (including any short sale), grant any option to purchase or enter into any hedging or similar transaction with the same economic effect as a sale of Registrable Securities, in each case, during the one-hundred eighty (180) day period (or such lesser period as the underwriter may agree) beginning on the effective date of the registration statement (except as part of such registration) for such public offering (such period of time, the “**Holdback Period**”); *provided, however*, that the Holdback Period shall be the same with respect to all Members.

(b) The Company agrees not to effect any public sale or distribution of any of its securities, or any securities convertible into or exchangeable or exercisable for such securities (except pursuant to registrations on Form S-4 or S-8 or any successor thereto), during the period beginning on the effective date of any Registration Statement filed pursuant to Section 10.1 in which the Members are participating and ending on the earlier of (i) the date on which all Registrable Securities on such registration statement are sold and (ii) one hundred and eighty (180) days (or such lesser period as the underwriter may agree) after the effective date of such registration statement (except as part of such registration).

10.7 Registration Procedures.

(a) Whenever registration of Registrable Securities has been requested pursuant to Section 10.1, Section 10.2 or Section 10.5, the Company or Successor Corporation, as applicable, shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall, as expeditiously as possible (as used in this Section 10.7, the term Company shall also include Successor Corporation and Registrable Securities shall also include Stock, as the case may be):

(i) prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective; *provided, however*, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide one legal counsel selected by holders of a majority of the Registrable Securities to be included in such Registration Statement (“**Members’ Counsel**”) with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the Commission, subject to such documents being

under the Company's control, and (y) the Company shall promptly notify the Members' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the Commission and promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(ii) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (x) one hundred and twenty (120) days and (y) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold; *provided, however*, that if the S-3 Initiating Member has requested that an S-3 Registration be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act, then the Company shall keep such Registration Statement effective until all Registrable Securities covered by such Registration Statement have been sold; and shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus) and any prospectus filed under Rule 424 under the Securities Act as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may request, and to continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; *provided, however*, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 10.7(a)(iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to

be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) enter into and perform customary agreements (including an underwriting agreement in customary form with the Company Underwriter) and take such other actions as are prudent and reasonably required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in “road shows” and other information meetings organized by the IM Underwriter or the Company Underwriter;

(vii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure obligations under securities laws applicable to the Company and the Members, make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Members’ Counsel and any attorney, accountant or other agent retained by any managing underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the “**Records**”) as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company’s and its Subsidiaries’ officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(viii) if such sale is pursuant to an underwritten offering, obtain “cold comfort” letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company’s independent public accountants in customary form and covering such matters of the type customarily covered by “cold comfort” letters as Members’ Counsel or the managing underwriter reasonably requests;

(ix) furnish, at the request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the Registration Statement with respect to such securities becomes effective, an opinion, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions;

(x) comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xi) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed provided that the applicable listing requirements are satisfied;

(xii) keep Members' Counsel advised as to the initiation and progress of any registration under Section 10.1, Section 10.2 or Section 10.5 hereunder;

(xiii) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA; and

(xiv) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

10.8 Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller shall furnish, to the Company such information regarding the distribution of such securities as the Company may from time to time reasonably request in writing, as a condition to including such Registrable Securities in such Registration Statement.

10.9 Notice to Discontinue. Each Member agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 10.7(a)(v), such Member shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Members' receipt of the copies of the supplemented or amended prospectus contemplated by Section 10.7(a)(v) and, if so directed by the Company, such Member shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Members' possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in Section 10.7(a)(ii)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 10.7(a)(v) to and including the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 10.7(a)(v).

10.10 Registration Expenses. The Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Agreement, including (i) Commission, stock exchange and FINRA registration and filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any "cold comfort" letters or any special audits incident to or required by any registration or qualification) and the reasonable legal fees, charges and expenses of a single counsel to the Members incurred by such Members participating in any registration as a group, and (v) any liability insurance or other premiums for insurance obtained in connection with any Demand Registration or piggy-back registration thereon, Incidental Registration or S-3 Registration pursuant to the terms of this Agreement, regardless of whether such Registration Statement is declared effective. All of the expenses described in the preceding sentence of this Section 10.10 are referred to herein as "**Registration Expenses**." The holder of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to registration and sale of such Members' Registrable Securities and, subject to clause (iv) above, shall bear the fees and expenses of their own counsel.

10.11 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Member, its partners, directors, officers, Affiliates and each Person who controls

(within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Member from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (each, a “**Liability**” and collectively, “**Liabilities**”), arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), except insofar as such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning any Member furnished in writing to the Company by such Member expressly for use therein, including the information furnished to the Company pursuant to Section 10.11(b). The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Members.

(b) Indemnification by the Members. In connection with any Registration Statement in which any Member is participating pursuant to Section 10.1, Section 10.2 or Section 10.5 hereof, each Member shall promptly furnish to the Company in writing such information with respect to such Member as the Company may reasonably request or as may be required by law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Member not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Member necessary in order to make the statements therein not misleading. Each Member agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any underwriter retained by the Company and each Person who controls the Company or such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), but if and only to the extent that such Liability arises out of or is based upon any untrue statement or alleged omission or alleged untrue statement or omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning such Member furnished in writing by such Member expressly for use therein, *provided, however*, that the total amount to be indemnified by each Member pursuant to this Section 10.11(b) shall be limited to such Members’ *pro rata* portion of the net proceeds (after deducting the underwriters’ discounts and commissions) received by such Member in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 10.11 (the “**Indemnified Party**”) agrees to give prompt written notice to the indemnifying party (the “**Indemnifying Party**”) after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat

thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; *provided, however*, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent (such consent not to be unreasonably withheld or delayed). No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 10.11 from the Indemnifying Party is held by a court of competent jurisdiction to be unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 10.11(a), 10.11(b) and 10.11(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; *provided, however*, that the total amount to be contributed by any Member shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Member in the offering.

(e) Fraud. The parties hereto agree that it would not be just and equitable if contribution pursuant to Section 10.11(d) were determined by *pro rata* allocation or by any other

method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

10.12 Initial Public Offering.

(a) In connection with an Initial Public Offering of the Company, (i) the Members hereby grant a power of attorney to the Company to act on their behalf to effect the provisions of this Article X, and (ii) all Members shall and shall cause their Affiliates to take all necessary or desirable actions in connection with the consummation of such transaction, (A) to, as the Board of Managers may reasonably request, (x) convert the Company to a corporate form in a Tax-free transaction (except to the extent of taxable income or gain required to be recognized by a Member in an amount that does not exceed the amount of cash or any property or rights (other than stock) received by such Member upon the consummation of such transaction and/or any concurrent transaction), or (y) accomplish the foregoing by effecting a transaction that is treated as the contribution of the Registrable Securities of the Company into a newly formed “shell” corporation pursuant to Section 351 of the Code, with the result that each Member shall hold capital stock of such surviving corporation or business entity (in each case, the “**Successor Corporation**”, and any reference in this Article X to the Successor Corporation also being a reference to the Company, as applicable), and (B) to cause the Successor Corporation to assume all of the obligations of the Company under this Article X.

(b) The Company and the Board of Managers will use their respective best efforts to perform any conversion or restructuring contemplated in Section 10.12 in the most Tax efficient manner for the Members, including any Members that are treated as corporations for federal income tax purposes. Upon the unanimous vote of the Board of Managers that such action is necessary to preserve the benefits of “tacking” under Rule 144 of the Securities Act, such conversion or merger may be structured to occur without any action on the part of any Member, and each Member hereby consents in advance to any action that the Board of Managers shall deem necessary to accomplish such result.

(c) In connection with an Initial Public Offering, all of the outstanding Shares of the Company shall automatically convert into shares of common stock of the Successor Corporation (the “**Stock**”) immediately prior to the consummation of the Initial Public Offering or at such other time as the Board of Managers may determine. Prior to such conversion, the Company shall provide the Members the option to elect, within ten (10) Business Days following receipt from the Company of a written notice of the anticipated consummation of the Initial Public Offering, for any such Member’s Shares to be converted to a different class of common stock than the Stock (the “**Alternative Class of Common Stock**”), with such Alternative Class of Common Stock having the same rights as the Stock other than that (i) such Alternative Class of Common Stock shall not be registered and listed on a securities exchange and (ii) such Alternative Class of Common Stock shall have the right to convert into shares of Stock at any time at the election of the holder thereof.

(d) In the event that the Company determines to permit sales of shares of Stock held by Members in connection with an Initial Public Offering, all Members shall have the right to include in such offering a *pro rata* number of such Member’s Shares.

10.13 Registration Rights Agreement. The Company and each of the Members acknowledge and agree that in connection with and effective upon the consummation of a transaction referenced in

Section 10.12, the Company or any successor and each of the Members will enter into a registration rights agreement on substantially the terms and conditions set forth in this Article X, *mutatis mutandis*.

ARTICLE XI
DISSOLUTION OF COMPANY;
LIQUIDATION AND DISTRIBUTION OF ASSETS

11.1 Events of Dissolution. This Section 11.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the limited liability company agreement otherwise provides shall not become operative. The Company shall be dissolved upon any of the following events (each, an “*Event of Dissolution*”):

- (a) The Board of Managers shall elect to dissolve the Company in accordance with Section 5.5(c); or
- (b) A dissolution is required under Section 18-801(a)(4) of the Act or there is entered a decree of judicial dissolution under Section 18-802 of the Act.

11.2 Liquidation; Winding Up. Upon the occurrence of an Event of Dissolution, the Board of Managers shall wind up the affairs of the Company in accordance with the Act and shall supervise the liquidation of the assets and property of the Company and, except as hereinafter provided, shall have full, complete and absolute discretion in the mode, method, manner and timing of effecting such liquidation. The Board of Managers shall have absolute discretion in determining whether to sell or otherwise dispose of Company assets or to distribute the same in kind. The Board of Managers shall liquidate and wind up the affairs of the Company as follows:

- (a) The Board of Managers shall prepare (or cause to be prepared) a balance sheet of the Company in accordance with GAAP as of the date of dissolution.
- (b) The assets, properties and business of the Company shall be liquidated by the Board of Managers in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Board of Managers not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (c); *provided, however*, that the fair market value of such properties and assets (as determined by the Board of Managers in good faith, which determination shall be binding and conclusive) shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.
- (c) The proceeds of the sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the fair market value thereof as provided in such subsection (b), shall be applied and distributed in one or more installments as follows, and in the following order of priority:
 - (i) First, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for and the setting up of any reserves that are reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and

(ii) Second, the remaining proceeds to the Members in accordance with the applicable provisions of Section 3.4.

(d) A certificate of cancellation, as required by the Act, shall be filed by the Board of Managers.

11.3 Survival of Rights, Duties and Obligations. Termination, dissolution, liquidation or winding up of the Company for any reason shall not release any Person from liability which at the time of such termination, dissolution, liquidation or winding up already had accrued to any other party or which thereafter may accrue with respect to any act or omission prior to such termination, dissolution, liquidation or winding up, or of any indemnity rights of Persons as against the Company.

11.4 Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their contributions to the Company, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE XII

MISCELLANEOUS

12.1 Expenses. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and, the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants.

12.2 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the opinion of the Board of Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

12.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be deemed given and received (a) when transmitted by facsimile or electronic mail or personally delivered on a Business Day during normal business hours, (b) on the Business Day following the date of dispatch by overnight courier, (c) on the third Business Day following the date of mailing by registered or certified mail, return receipt requested, or (d) when made available on an online data site, (i) in the case of clauses (a)-(c), addressed to the Company or the Board of Managers at the address of the principal office of the Company set forth in Section 2.4, or to a Member or at such Members' address shown on Schedule A, or in any such case to such other address as the Company or any party hereto shall have last designated to the Company and the Members by notice given in accordance with this Section 12.3 and (ii) in the case of clause (d) in a folder on the Company's data site available to the Members receiving such notice. No notices under Sections 9.2, 9.4, 9.5 or 9.8 may be given by mail pursuant to clause (c) above.

12.4 Amendments; Termination. Except as otherwise expressly provided herein, this Agreement and the Certificate of Formation may not be modified, amended or restated, and provisions hereof may not be waived (whether by merger, recapitalization or any other similar transaction) without the approval of Members holding at least a majority of the then outstanding Class A Shares; *provided, however*, that any amendment, termination, modification, or waiver that would adversely affect, in any respect, the rights or obligations of a Member without similarly and proportionally affecting the rights or obligations of all other Members (for the avoidance of doubt, without giving effect to any Member's specific holdings of Class A Shares, specific tax or economic position or any other matters personal to a

Member), shall not be effective as to such Member without such Member's prior written consent; *provided, further, however*, that (i) the approval of Members holding 66.67% or more of the then outstanding Class A Shares shall be required to amend or modify [the definition of "Board Supermajority" in Section 1.1, Sections 5.3, 5.10, 9.2 or 9.9 or this Section 12.4]⁸ in any material manner; (ii) subject to compliance with Section 9.8, the Company shall be permitted to amend and modify this Agreement pursuant to a Permitted Amendment approved by the Board as contemplated by Section 4.2 without the consent of the Members; (iii) no consent of any Member who only holds unvested Class B Shares shall be required to modify, amend, or restate this Agreement; (iv) the Company shall automatically amend **Schedule A** hereto without the consent of the Members; (v) upon any modification, amendment or restatement of this Agreement, other than **Schedule A** hereto, the Company shall distribute to each of the Members a copy of such modification, amendment or restatement of this Agreement; and (vi) the Company shall be permitted to amend and modify **Exhibit A** and/or **Exhibit B** hereto in its reasonable discretion at any time and from time to time. Any approval, consent or waiver of or with respect to any provision of this Agreement requested by any party hereto must be in writing by the party granting such approval, consent or waiver; *provided, however*, that any such writing may be by means of an electronic writing or electronic mail. This Agreement shall terminate automatically upon the consummation of an Initial Public Offering and the entry into a registration rights agreement pursuant to Section 10.13 on substantially the same terms as set forth in Article X by the Company (or the Successor Corporation) and each Member (*mutatis mutandis*).

12.5 **Severability.** Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or contrary to the Act or existing or future applicable law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those provisions of this Agreement which are valid, enforceable and legal. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it valid, enforceable and legal within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid, unenforceable or illegal provisions.

12.6 **Headings and Captions.** All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement.

12.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

12.8 **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY).

12.9 **Jurisdiction.** The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Court of Chancery of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen

⁸ **NTD:** Sections requiring supermajority approval to be discussed and included as appropriate.

from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the address designated in Section 12.3 shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10 Entire Agreement; Non-Waiver. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and contains the entire agreement between the parties with respect to such subject matter. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver, express or implied, by any party of any right hereunder or of any failure to perform or breach hereof by any other party constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by the same or any other Member, whether of a similar or dissimilar nature.

12.11 No Third Party Beneficiaries. Nothing contained in this Agreement (other than the provisions of Article VII hereof), express or implied, is intended to or shall confer upon anyone other than the parties (and their successors and permitted assigns) and the Company any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Persons entitled to indemnification or exculpation under Article VII hereof are deemed express third party beneficiaries of such provisions.

12.12 No Right to Partition. The Members, on behalf of themselves and their successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any Share which is considered to be Company property, regardless of the manner in which title to such property may be held.

12.13 Confidentiality.

(a) Except as and to the extent as may be required by applicable law, regulatory authorities or examinations (including FINRA), without the prior written consent of the Board of Managers, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of Confidential Information or any of the terms, conditions, or other aspects of this Agreement; *provided, however*, that the Members and their respective equity owners may disclose Confidential Information (i) to the extent required under any agreement between the Members or their respective equity owners and their respective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their respective equity owners, as applicable who are subject to obligations of confidentiality; *provided, however*, that the Members will use commercially reasonable best efforts to, or cause their respective equity owners, to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (i), and (ii) to a *bona fide* potential purchaser of Shares held by such Member if such *bona fide* potential purchaser executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 12.13 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms thereof. As used herein, “*Confidential*

Information” means all information, knowledge, systems or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company (including any of the terms of this Agreement and any information provided pursuant to Article VIII) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure was in the public domain or otherwise in the possession of the disclosing Person unless such information, knowledge, systems or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 12.13. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 12.13 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any such breach. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

(b) If any Member is required by applicable law to disclose any Confidential Information, it must, to the extent permitted by applicable law, first provide notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Such Member shall cooperate, at the Company’s sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable law when required to do so.

(c) Each Member shall indemnify each other Member and the Company for any Damages incurred, suffered or sustained by any of them as a result of any breach by such Member of this Section 12.13.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

COMPANY:

PAYLESS HOLDINGS LLC

Name:

Title:

MEMBERS:

[MEMBER]

Name:

Title:

EXHIBIT A

FORM OF TRANSFEROR NOTICE OF TRANSFER

In connection with the Transfer of Shares (the “*Shares*”) of Payless Holdings LLC, a Delaware limited liability company (the “*Company*”), the undersigned registered owner of the Shares hereby certifies that with respect to the number of Shares set forth on Schedule A for which the Transfer is being requested (the “*Transferred Shares*”), (i) such Transfer complies with the Amended and Restated Limited Liability Company Agreement of the Company, dated as of [] 2017, as it may be amended, restated, supplemented or otherwise modified from time to time (the “*Agreement*”)⁹ and (ii) such Transfer is being made (A) to the Company or any Subsidiary thereof, (B) to an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act for investment purposes and not with a view to or for offer or sale in connection with any distribution in violation of the Securities Act, in a transaction exempt from the requirements of the Securities Act, (C) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (D) pursuant to an effective registration statement under the Securities Act and, in each case, in accordance with applicable state securities laws.

The undersigned understands that the Company will rely upon the completeness and accuracy of the undersigned’s certification in this transfer certificate in order to establish that the contemplated Transfer is exempt from the Securities Act and hereby affirms that all such responses are accurate and complete.

The undersigned further understands that the Company, in its sole discretion, may request additional supporting documentation from such undersigned, and the undersigned hereby agrees to promptly provide any such additional supporting documentation.

[TRANSFEROR]

By: _____
Signature of Authorized Representative

Name: _____
Title: _____

Address: _____

Facsimile: _____

Phone: _____

Email: _____

Date: _____

⁹ Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Schedule A
Transferred Shares

Transferor (Name / Contact Information)	Transferee (Name / Contact Information)	Number of Shares

EXHIBIT B

FORM OF JOINDER AND TRANSFEREE CERTIFICATE OF TRANSFER

The undersigned is executing and delivering this Joinder, dated as of _____, 20____, to that certain Amended and Restated Limited Liability Company Agreement, dated as of [____] 2017 (the “**LLC Agreement**”), of Payless Holdings LLC, a Delaware limited liability company (the “**Company**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the LLC Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all of the provisions, obligations and responsibilities of the LLC Agreement in the same manner as if the undersigned were an original signatory to the LLC Agreement. The undersigned also agrees that the undersigned shall be a Member of the Company, as such term is defined in the LLC Agreement.

Additionally, the undersigned agrees and acknowledges that the address provided on the signature page hereto shall be included as part of the current Schedule A of the LLC Agreement as if originally provided therein.

[TRANSFEREE]

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Address: _____

Facsimile: _____

Phone: _____

Email: _____

Date: _____

Schedule A
(dated as of [●], 2017)

[illegible]

Exhibit B

A Form of the New First Lien Term Loan Credit Agreement

DRAFT 7/10/17

\$[280,000,000]¹

AMENDED AND RESTATED TERM LOAN AND GUARANTEE AGREEMENT

among

WBG – PSS HOLDINGS LLC,
as Holdings,

PAYLESS INC.,
PAYLESS FINANCE, INC.,
PAYLESS SHOESOURCE, INC. and
PAYLESS SHOESOURCE DISTRIBUTION, INC.
collectively, as Borrowers,

The Several Lenders from Time to Time Parties Hereto,

and

CORTLAND PRODUCTS CORP.,
as Administrative Agent and Collateral Agent,

Dated as of [____], 2017

¹ Subject to further negotiations and revisions.

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	2
1.1 Defined Terms	2
1.2 Other Interpretive Provisions.....	61
1.3 Joint and Severability of the Borrower Group	61
SECTION 2. AMOUNT AND TERMS OF CREDIT.....	63
2.1 The Initial Term Loan Commitments	63
2.2 Minimum Amount of Each Borrowing.....	64
2.3 Notice of Borrowing	64
2.4 Repayment of Term Loans.....	65
2.5 Disbursement of Funds	65
2.6 Term Notes.....	66
2.7 Conversions.....	67
2.8 Pro Rata Borrowings.....	67
2.9 Interest.....	68
2.10 Interest Periods.....	69
2.11 Increased Costs, Illegality, etc.	70
2.12 Compensation	72
2.13 Change of Lending Office	72
2.14 Replacement of Lenders	73
2.15 Incremental Term Loan Commitments.....	74
2.16 Loan Modification Offers	76
2.17 Refinancing Amendments.....	78
SECTION 3. COMMITMENT FEES; FEES; REDUCTIONS OF COMMITMENTS.....	79
3.1 Fees	79
3.2 Mandatory Reduction of Term Loan Commitments.....	80
SECTION 4. PREPAYMENTS; PAYMENTS; TAXES	81
4.1 Voluntary Prepayments.....	81
4.2 Mandatory Repayments	81
4.3 Method and Place of Payment	84
4.4 Taxes	84
SECTION 5. REPRESENTATIONS AND WARRANTIES.....	87
5.1 Financial Condition.....	88
5.2 No Change	89
5.3 Existence; Compliance with Law	89
5.4 Power; Authorization; Enforceable Obligations.....	89
5.5 Consents	89
5.6 No Legal Bar; Approvals	90
5.7 Litigation.....	90
5.8 No Default.....	90

5.9	Ownership of Property; Liens	90
5.10	Intellectual Property	90
5.11	Taxes	90
5.12	Use of Proceeds; Margin Regulations.....	91
5.13	Labor Matters	91
5.14	ERISA	92
5.15	Investment Company Act	93
5.16	Subsidiaries	94
5.17	Environmental Matters.....	94
5.18	Accuracy of Information, etc	95
5.19	Security Documents	95
5.20	Solvency.....	96
5.21	Patriot Act; OFAC	96
5.22	Business and Property of the Loan Parties	97
SECTION 6. CONDITIONS PRECEDENT		98
6.1	Conditions to Initial Extension of Credit	98
SECTION 7. AFFIRMATIVE COVENANTS.....		102
7.1	Financial Statements	102
7.2	Certificates; Other Information.....	103
7.3	Payment of Taxes.....	105
7.4	Maintenance of Existence; Compliance.....	105
7.5	Maintenance of Property; Insurance	105
7.6	Inspection of Property; Books and Records; Discussions	106
7.7	Notices	106
7.8	Additional Collateral, etc.	108
7.9	Credit Ratings	111
7.10	Further Assurances.....	111
7.11	Designation of Unrestricted Subsidiaries.....	112
7.12	Use of Proceeds.....	113
7.13	Compliance with Environmental Law	113
7.14	Quarterly Lender Calls.....	113
7.15	Post-Closing Deliveries	113
SECTION 8. NEGATIVE COVENANTS		114
8.1	Indebtedness.....	114
8.2	Liens.....	119
8.3	Fundamental Changes.....	123
8.4	Disposition of Property	125
8.5	Restricted Payments.....	128
8.6	Investments	132
8.7	Payments and Modifications of Certain Debt Instruments; Modification to Organizational Documents.....	135
8.8	Transactions with Affiliates	136
8.9	Sale Leaseback Transactions	137
8.10	Changes in Fiscal Periods	137

8.11	Negative Pledge Clauses	137
8.12	Lines of Business	139
8.13	Consolidated Capital Expenditures.....	140
8.14	Total Leverage Ratio.....	140
SECTION 9. GUARANTEE		141
9.1	The Guarantee	141
9.2	Obligations Unconditional	141
9.3	Reinstatement.....	142
9.4	No Subrogation	142
9.5	Remedies.....	143
9.6	Continuing Guarantee	143
9.7	General Limitation on Guaranteed Obligations	143
9.8	Release of Subsidiary Guarantors and Pledges.....	143
9.9	Right of Contribution.....	144
9.10	Keepwell	145
SECTION 10. EVENTS OF DEFAULT		145
10.1	Events of Default	145
10.2	Action in Event of Default.....	149
10.3	Application of Proceeds	149
SECTION 11. ADMINISTRATIVE AGENT		150
11.1	Appointment	150
11.2	Nature of Duties	150
11.3	Lack of Reliance on the Administrative Agent.....	151
11.4	Certain Rights of the Administrative Agent	152
11.5	Reliance.....	152
11.6	Indemnification	152
11.7	The Administrative Agent in its Individual Capacity	153
11.8	Holders	153
11.9	Resignation by the Administrative Agent.....	154
11.10	Collateral Matters.....	155
11.11	Delivery of Information	156
11.12	Withholding	156
11.13	Administrative Agent May File Proofs of Claim.....	156
SECTION 12. MISCELLANEOUS		157
12.1	Payment of Expenses, etc.	157
12.2	Right of Setoff.....	159
12.3	Notices	159
12.4	Benefit of Agreement; Assignments; Participations.....	160
12.5	No Waiver; Remedies Cumulative	165
12.6	Payments Pro Rata	165
12.7	Calculations; Computations	166
12.8	GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.....	167

12.9	Counterparts	168
12.10	Effectiveness	168
12.11	Headings Descriptive	168
12.12	Amendment or Waiver; etc.	168
12.13	Survival	171
12.14	Domicile of Term Loans	171
12.15	Register	171
12.16	Confidentiality	172
12.17	Patriot Act	173
12.18	Interest Rate Limitation	173
12.19	Secured Swap Agreement and Secured Cash Management Agreements	173
12.20	Lender Action	174
12.21	Other Liens on Collateral; Terms of Intercreditor Agreements; etc.	175
12.22	Press Releases	176
12.23	Borrowing Agent	176
12.24	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	177
12.25	Amendment and Restatement	177

SCHEDULES:

Schedule I	Lenders and Term Loan Commitments
Schedule II	Notice Addresses
Schedule 5.16	Subsidiaries
Schedule 5.19(a)	Security Documents
Schedule 5.19(b)	Owned Real Property
Schedule 5.19(c)	Permitted Sale Leaseback Transactions
Schedule 7.5	Self-Insurance
Schedule 7.8(b)	Initial Mortgaged Property
Schedule 7.15	Post-Closing Deliveries
Schedule 8.1(i)	Existing Indebtedness
Schedule 8.2(j)	Existing Liens
Schedule 8.6(k)	Existing Investments
Schedule 8.6(cc)	Proposed Investments
Schedule 8.8	Existing Affiliate Transactions

EXHIBITS:

Exhibit A	Form of Assignment and Assumption
Exhibit B	Form of Compliance Certificate
Exhibit C	Form of ABL/Term Loan Intercreditor Agreement
Exhibit D	Form of Guarantor Joinder Agreement
Exhibit E	Form of Security Agreement
Exhibit F	Form of Notice of Borrowing
Exhibit G	Form of Term Note
Exhibit H	Form of Notice of Conversion/Continuation
Exhibit I	U.S. Tax Compliance Certificates
Exhibit J	Form of Solvency Certificate
Exhibit K	Junior Lien Intercreditor Agreement Term Sheet
Exhibit L	[Reserved]
Exhibit M	Form of Intercompany Note
Exhibit N	Perfection Certificate

AMENDED AND RESTATED TERM LOAN AND GUARANTEE AGREEMENT (“Agreement”), dated as of [____], 2017, among WBG – PSS Holdings LLC, a Delaware limited liability company (“Holdings”), Payless Inc., a Delaware corporation (the “Company”), Payless Finance, Inc., a Nevada corporation (“Finance”), Payless ShoeSource, Inc., a Missouri corporation (“Payless”) and Payless ShoeSource Distribution, Inc., a Kansas corporation (“Distribution” and, together the Company, Finance and Payless, the “Borrowers” and each a “Borrower”), the Subsidiary Guarantors from time to time party hereto, Cortland Products Corp., as Administrative Agent and Collateral Agent and each of the Lenders from time to time party hereto.

W I T N E S S E T H:

WHEREAS, on April 4, 2017 (the “Petition Date”), the Borrowers, Clinch, LLC, a Delaware limited liability company, Collective Brands Franchising Services, LLC, a Kansas limited liability company, Collective Brands Services, Inc., a Delaware corporation, Collective Licensing International, LLC, a Delaware limited liability company, Collective Licensing, LP, a Delaware limited partnership, Eastborough, Inc., a Kansas corporation, Payless Collective GP, LLC, a Delaware limited liability company, Payless Gold Value CO, Inc., a Colorado corporation, Payless International Franchising, LLC, a Kansas limited liability company, Payless NYC, Inc., a Kansas corporation, Payless Purchasing Services, Inc., a Kansas corporation, Payless ShoeSource Merchandising, Inc., a Kansas corporation, Payless ShoeSource Worldwide, Inc., a Kansas corporation, PSS Delaware Company 4, Inc., a Delaware corporation, Shoe Sourcing, Inc., a Kansas corporation and PSS Canada, Inc., a Kansas corporation (collectively, together with the Borrowers and Holdings, the “Debtors” and each a “Debtor”) commenced certain Chapter 11 Cases, as administratively consolidated as Chapter 11 Case No. 17-42267 (each a “Chapter 11 Case” and collectively, the “Chapter 11 Cases”) by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the “Bankruptcy Code”), with the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”). Each of the Borrowers and the Guarantors continue to operate its businesses and manage its properties as a debtor and debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, prior to the Petition Date, certain Lenders provided financing to Borrowers pursuant to that certain Credit Agreement, dated as of March 11, 2014, among the Borrowers, the other loan parties signatory thereto, Cortland Products Corp. (as successor to Morgan Stanley Senior Funding Inc.) as Administrative Agent and Collateral Agent, the lenders from time to time signatory thereto (as amended, modified or supplemented prior to the Petition Date, the “Prepetition First Lien Credit Agreement”);

WHEREAS, in connection with the Chapter 11 Cases, certain Lenders provided financing to Borrowers pursuant to that certain Superpriority Secured Debtor-In-Possession Term Loan and Guarantee Agreement, dated as of April 5, 2017, among the Borrowers, the other loan parties signatory thereto, Cortland Products Corp., as Administrative Agent and Collateral Agent, and the lenders from time to time signatory thereto (as amended, modified or supplemented prior to the Closing Date, the “Term DIP Credit Agreement”);

WHEREAS, Borrowers have requested that Lenders provide first lien term loan secured facilities in the aggregate principal amount of \$280,000,000;

WHEREAS, Borrowers desire all of their Obligations under the Loan Documents will be joint and several and all of the Guarantors will guaranty all of the Obligations under the Loan Documents;

WHEREAS, in order to secure the Obligations of Holdings, the Borrowers and the other Guarantors under the Loan Documents, the Borrowers and the Guarantors will grant to the Collateral Agent, for the benefit of Collateral Agent and all other Secured Parties, a security interest in and Lien upon substantially all of the now existing and hereafter acquired personal and real property of the Borrowers and the Guarantors, including, without limitation, all present and future Equity Interests of all Subsidiaries of the Borrowers and the Guarantors (subject, in each case, to the limitation set forth herein and in the Loan Documents);

WHEREAS, the Plan of Reorganization (as defined below) of the Debtors has been confirmed pursuant to the Confirmation Order (as defined below), and concurrently with the deemed making of the Loans hereunder, the effective date with respect to such Plan of Reorganization has occurred; and

WHEREAS, the Lenders are willing to extend such credit to the Borrowers and Holdings on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement (including the recitals hereof), the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“ABL Agent” shall mean Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent under the ABL Facility Documents, or any successor administrative agent or collateral agent or other agent appointed under the ABL Facility Documents in accordance with the provisions thereof.

[“ABL Borrowing Base” shall mean the “borrowing base” in respect of the ABL Facility or such similar term as defined in the ABL Facility Documents.]

[“ABL Facility” shall mean (a) the asset-based revolving credit agreement, dated as of the date hereof, among Holdings, Payless Inc., certain Subsidiaries of the Company party thereto, the lenders party thereto and the ABL Agent and (b) one or more other credit agreements evidencing Permitted Refinancing Indebtedness of the credit agreement in clause (a) or any credit agreement in this clause (b); provided that the holders of such Indebtedness under this clause (b) or a Representative acting on behalf of the holders of such Indebtedness under this clause (b) shall have become party to the ABL/Term Loan Intercreditor Agreement (or another Intercreditor agreement containing terms that are at least as favorable in all material respects to

the Secured Parties as those contained in the ABL/Term Loan Intercreditor Agreement), in each case as the same may be amended, supplemented, waived or otherwise modified (or replaced) from time to time in a manner not prohibited by the ABL/Term Loan Intercreditor Agreement. Any reference to the ABL Facility hereunder shall be deemed a reference to each ABL Facility then in existence.]

[“ABL Facility Documents” shall mean the “Loan Documents” (as defined in the ABL Facility), other than, for the avoidance of doubt, this Agreement or the ABL/Term Loan Intercreditor Agreement, in each case as the same may be amended, supplemented, waived, replaced in connection with Permitted Refinancing Indebtedness or otherwise modified from time to time in a manner not prohibited by the ABL/Term Loan Intercreditor Agreement.]

“ABL Facility Loans” shall mean the loans borrowed under the ABL Facility.

“ABL Priority Collateral” shall have the meaning given to such term in the ABL/Term Loan Intercreditor Agreement whether or not the same remains in full force and effect.

“ABL Real Property Collateral” shall have the meaning set forth in the definition of Applicable Percentage.

“ABL/Term Loan Intercreditor Agreement” shall mean the Intercreditor Agreement, dated as of the date hereof, between the Collateral Agent and the ABL Agent (in its capacity as collateral agent under the ABL Facility Documents), and acknowledged by certain of the Loan Parties, as the same may be amended, supplemented, waived or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Acceptable Price” shall have the meaning set forth in the definition of “Dutch Auction.”

“Accepting Lenders” shall have the meaning set forth in Section 2.16(a).

“Account Control Agreement” shall have the meaning set forth in Section 7.8(f).

“Additional Lender” shall mean, at any time, any bank, other financial institution or other institutional lender or investor that (x) for the purposes of Section 2.15, agrees to provide any portion of any Incremental Term Loans in accordance with Section 2.15 and (y) for the purposes of Section 2.17, agrees to provide any portion of Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.17; provided that the Administrative Agent and/or the Borrowers shall have consented (not to be unreasonably withheld or delayed) to such Additional Lender if such consent would be required under Section 12.4 for an assignment of Term Loans to such Additional Lender.

“Additional Loan Conditions” shall mean, with respect to an extension of credit, the satisfaction or waiver in accordance with Section 12.12 of each of the following conditions: (i) the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.3, (ii) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or, in the case of any representation or warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language, true and correct in all respects) on and as of such date as if made on and as

of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date and (iii) no Default or Event of Default shall have occurred and be continuing on such date or immediately after giving effect to the extensions of credit requested to be made on such date.

“Additional Security Documents” shall mean the documents granting to the Collateral Agent for the benefit of the Secured Parties security interests, each Account Control Agreement, if any, and Mortgages in such assets and Real Property of Holdings and such other Loan Party as are not covered by the original Security Documents.

“Additional Real Property” shall have the meaning set forth in Section 7.8(b).

“Adjusted Net Worth” shall have the meaning set forth in Section 9.9.

“Administrative Agent” shall mean Cortland, in its capacity as administrative agent for the Lenders hereunder and under the other Loan Documents, and shall include any successor to the Administrative Agent appointed pursuant to Section 11.9.

“Administrative Agent Fee Letter” shall mean the agent fee letter dated as of the date hereof among the Borrowing Agent and the Administrative Agent.

“Affiliate” shall mean, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided, however, that neither any Lender nor any Agent (nor any of their Affiliates) shall be deemed to be an Affiliate of Holdings, the Borrowers or any of their respective Subsidiaries solely by virtue of its capacity as a Lender or Agent hereunder.

“Affiliate Transaction” shall have the meaning set forth in Section 8.8.

“Agents” shall mean and include the Administrative Agent and the Collateral Agent.

“Aggregate Deficit Amount” shall have the meaning set forth in Section 9.9.

“Aggregate Excess Amount” shall have the meaning set forth in Section 9.9.

“Agreement” shall mean this Amended and Restated Term Loan and Guarantee Agreement, as modified, supplemented, amended, restated (including any amendment, restatement, amendment and restatement, supplement or other modification hereof), extended or renewed from time to time in accordance with the terms hereof.

“Akin” shall have the meaning set forth in Section 6.1(g).

“Applicable Discount” shall have the meaning set forth in the definition of “Dutch Auction.”

“Applicable Margin” shall mean in the case of (i) Base Rate Loans that are (x) Tranche A-1 Term Loans, a rate per annum of 7.00% or (y) Tranche A-2 Term Loans, a rate per annum of 8.00% and (ii) LIBOR Loans that are (x) Tranche A-1 Term Loans, a rate per annum of 8.00% or (y) Tranche A-2 Term Loans, a rate per annum of 9.00%.

“Applicable Percentage” shall mean with respect to any Asset Sale or Recovery Event (i) in the case of any Real Property that constitutes ABL Priority Collateral (such Real Property being “ABL Real Property Collateral”), the percentage equal to the excess of 100% of the Net Cash Proceeds with respect thereto over an amount equal to the contribution of such ABL Real Property Collateral to the ABL Borrowing Base and (ii) otherwise, 100%.

“Applicable Requirements” means that such Indebtedness satisfies the following requirements:

(a) such Indebtedness shall not mature earlier than the Latest Maturity Date of the Term Loans outstanding at the time of incurrence of such Indebtedness;

(b) such Indebtedness shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of the Term Loans outstanding at the time of incurrence of such Indebtedness;

(c) if such Indebtedness is secured by the Collateral, such Indebtedness shall be subject to an Other Intercreditor Agreement at all times;

(d) to the extent such Indebtedness is secured, it is not secured by any property or assets of Holdings, the Borrower or any Restricted Subsidiary other than the Collateral (it being agreed that such Indebtedness shall not be required to be secured by all of the Collateral);

(e) such Indebtedness shall not be guaranteed by any Person other than any Loan Party and shall not have any obligors other than any Loan Party; and

(f) the other terms and conditions of such Indebtedness (excluding pricing, fees, rate floors, premiums, optional prepayment or optional redemption provisions) are (i) not materially less favorable (when taken as a whole) to Holdings and its Restricted Subsidiaries than those set forth in the Loan Documents (when taken as a whole) or (ii) on customary terms for “high yield” notes of the type being incurred at the time of incurrence (it being agreed that such Indebtedness may be in the form of notes or a credit agreement), except in each case for covenants or other provisions contained in such Indebtedness that are applicable only after the then Latest Maturity Date;

provided that a certificate of an Authorized Officer of the Borrowing Agent delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowing Agent

has determined in good faith that such terms and conditions satisfy the requirements of this definition, shall be conclusive evidence that such terms and conditions satisfy the requirements of this definition unless the Administrative Agent notifies the Borrowing Agent within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

“Approved Fund” shall have the meaning set forth in Section 12.4.

“Asset Sale” shall mean any Disposition by Holdings or any of its Restricted Subsidiaries of property pursuant to Sections 8.4(g) (other than to the extent constituting a Recovery Event (without giving effect to the dollar threshold in the definition thereof)), (l)(iii), (q), (r), (t) and/or (ee) but excluding any Disposition that yields aggregate consideration to Holdings or any of its Subsidiaries (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) equal to or less than (i) \$1,000,000 with respect to any single Disposition or series of related Dispositions of property (each such Disposition at or below \$1,000,000, a “De Minimis Disposition”) or (ii) \$10,000,000 when taken together with the aggregate consideration of all Dispositions of property (including De Minimis Dispositions) pursuant to Sections 8.4(g) (other than to the extent constituting a Recovery Event (without giving effect to the dollar threshold in the definition thereof)), (l)(iii), (q), (r), (t) and (ee) during any fiscal year.

“Assignee” shall have the meaning set forth in Section 12.4(a)(i).

“Assignment and Assumption” shall mean an assignment and assumption, substantially in the form of Exhibit A, or such other form reasonably satisfactory to the Administrative Agent.

“Attributable Debt” shall mean, in respect of a Sale Leaseback Transaction, at the time of determination, the present value of the obligation of the Loan Party that acquires, leases or licenses back the right to use all or a material portion of the subject property for net rental, license or other payments during the remaining term of the lease, license or other arrangement included in such Sale Leaseback Transaction including any period for which such lease, license or other arrangement has been extended or may, at the sole option of the other party (or parties) thereto, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

“Auction Purchase” shall mean a purchase of Term Loans or Term Loan Commitments pursuant to a Dutch Auction of a Permitted Auction Purchaser, in accordance with the provisions of Section 12.4(a)(iii).

“Authorized Officer” shall mean the chief executive officer, president, chief financial officer, any vice president, controller, treasurer or assistant treasurer, secretary or assistant secretary of a Loan Party or any of the other individuals designated in writing to the Administrative Agent by an existing Authorized Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder.

“Automatic Stay” shall mean the automatic stay imposed under section 362 of the Bankruptcy Code.

“Available Amount” shall mean, at any time, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to the sum of (without duplication):

- (a) the Retained Excess Cash Flow Amount at such time, plus
- (b) the cumulative amount of cash and Cash Equivalent proceeds (net of reasonable transaction costs associated with any of the events described in clauses (i), (ii) and (iii) below) from (i) the issuance of Qualified Capital Stock of Holdings after the Closing Date and on or prior to such time (including upon exercise of warrants or options), which proceeds have been contributed as common equity to the capital of the Borrowing Agent, (ii) contributions to the equity capital of Holdings after the Closing Date and on or prior to such time which proceeds have been contributed as common equity to the capital of the Borrowing Agent and (iii) the Qualified Capital Stock of Holdings or any Parent Company issued upon conversion of Indebtedness Incurred or Disqualified Capital Stock issued after the Closing Date of Holdings or any of its Restricted Subsidiaries owed to a Person other than a Loan Party or a Restricted Subsidiary of a Loan Party (in each case, excluding (x) any amount designated as a Specified Equity Contribution, (y) any such contribution by Holdings or any of its Subsidiaries, and (z) issuances of Capital Stock applied pursuant to Section 8.5(d)), plus
- (c) 100% of the aggregate amount received by the Borrowing Agent and/or its Restricted Subsidiaries in cash and Cash Equivalents (after taking into account the payment of fees, costs or other transactions expenses relating thereto) from:
 - (i) the sale (other than to Holdings or any such Restricted Subsidiary) of any Capital Stock of an Unrestricted Subsidiary, or
 - (ii) any dividend or other distribution by an Unrestricted Subsidiary, or
 - (iii) any interest, returns of principal, repayments and similar payments by such Unrestricted Subsidiary, plus
- (d) in the event any Unrestricted Subsidiary has been re-designated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrowing Agent or a Restricted Subsidiary, the fair market value (as determined in good faith by the board of directors of the Borrowing Agent) of the Investments of the Borrowing Agent and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such re-designation, combination or transfer (or of the assets transferred or conveyed, as applicable), in each case to the extent such Investments correspond to the designation of a Subsidiary as an Unrestricted Subsidiary pursuant to Section 7.11 and were originally made using the Available Amount pursuant to Section 8.6(q), plus
- (e) the aggregate Net Cash Proceeds received by the Borrowing Agent or any of its Restricted Subsidiaries after the Closing Date and on or prior to such time from the Disposition of any Investments made pursuant to Section 8.6(q), plus
- (f) the amount of returns, profits, distributions and similar amounts on Investments made pursuant to Section 8.6(q) actually received by the Borrowing Agent and its

Restricted Subsidiaries in cash or Cash Equivalents after the Closing Date and on or prior to such time, plus

(g) solely for the purposes of determining the Available Amount in Sections 8.6(e) and (q) and Section 8.7(d):

(i) the aggregate amount of Net Cash Proceeds received from Dispositions by Holdings or any of its Restricted Subsidiaries of property pursuant to Section 8.4(g), (l)(iii), (q), (r), (t) or (ee) after the Closing Date and on or prior to such time, in each case that the Borrowers are not required to apply as a mandatory prepayment of Term Loans pursuant to Section 4.2(c) (determined for the purposes of this clause (i) without giving effect to the provisos in Section 4.2(c)), plus

(ii) the aggregate amount of Remaining Declined Proceeds on or prior to such time, minus

(h) any amount of the Available Amount used to make Investments pursuant to Sections 8.6(e) and (q) after the Closing Date and prior to such time, minus

(i) any amount of the Available Amount used to make Restricted Payments pursuant to Section 8.5(b) after the Closing Date and prior to such time, minus

(j) the aggregate amount Restricted Payments made pursuant to Section 8.5(k) after the Closing Date and prior to such time, minus

(k) any amount of the Available Amount used to make payments or redemptions pursuant to Section 8.7(d) after the Closing Date and prior to such time, minus

(l) any amount of the Available Amount used to make Investments following the re-designation of an Unrestricted Subsidiary into a Restricted Subsidiary or the merger, consolidation or amalgamation with or into, or transfers or conveyance of assets to, or is liquidated into, the Borrowing Agent or a Restricted Subsidiary in accordance with clause (d) above, if such Restricted Subsidiary is subsequently re-designated as an Unrestricted Subsidiary (including the merger, consolidation or amalgamation thereof).

“Bail-In Action” shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bankruptcy Code” shall have the meaning assigned to such term in the recitals to this Agreement.

“Bankruptcy Court” shall have the meaning assigned to such term in the recitals to this Agreement.

“Base Rate” shall mean, at any time, the highest of (i) the Prime Lending Rate at such time, (ii) 1/2 of 1% in excess of the overnight Federal Funds Rate at such time and (iii) the LIBOR Rate that would then be in effect for a LIBOR Loan with an Interest Period of one month plus 1%; provided, that the Base Rate shall not be less than 2.00% per annum. For purposes of this definition, the LIBOR Rate shall be determined using the LIBOR Rate as otherwise determined by the Administrative Agent in accordance with the definition of LIBOR Rate, except that (x) if a given day is a Business Day, such determination shall be made on such day (rather than two Business Days prior to the commencement of an Interest Period) or (y) if a given day is not a Business Day, the LIBOR Rate for such day shall be the rate determined by the Administrative Agent pursuant to preceding clause (x) for the most recent Business Day preceding such day. Any change in the Base Rate due to a change in the Prime Lending Rate, Federal Funds Rate or such LIBOR Rate shall be effective as of the opening of business on the day of such change in the Prime Lending Rate, the Federal Funds Rate or such LIBOR Rate, respectively.

“Base Rate Loan” shall mean each Term Loan designated or deemed designated as such by the Borrowing Agent at the time of the incurrence thereof or conversion thereto.

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower” shall have the meaning set forth in the preamble hereto.

“Borrower Group” means collectively the Company, Finance, Payless and Distribution.

“Borrowing” shall mean the borrowing of one Type of Term Loan of a single Tranche from all the Lenders having Term Loan Commitments of the respective Tranche on a given date (or resulting from a conversion or conversions on such date) having in the case of LIBOR Loans, the same Interest Period; provided that Base Rate Loans incurred pursuant to Section 2.11(b) shall be considered part of the related Borrowing of LIBOR Loans.

“Borrowing Agent” means the Company.

“Business Day” shall mean (i) for all purposes other than as covered by clause (ii) below, any day except Saturday, Sunday and any day which shall be in the state of New York, a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close and (ii) with respect to all notices and determinations in connection with, and payments of principal and interest on, LIBOR Loans, any day which is a Business Day described in clause (i) above and which is also a day for trading by and between banks in U.S. dollar deposits in the London interbank market.

“Cancellation” or “Cancelled” shall mean the cancellation, termination and forgiveness by Permitted Auction Purchaser of all Term Loans, Term Loan Commitments and related Obligations acquired in connection with an Auction Purchase or other acquisition of Term Loans (including any Open Market Purchase), which cancellation shall be consummated as described in

Section 12.4(a)(iii)(D), the definition of “Dutch Auction” and the definition of “Eligible Assignee.”

“Canadian Loan Parties” means [Payless ShoeSource Canada Inc., a [●] corporation, Payless ShoeSource Canada GP Inc., a [●] corporation and Payless ShoeSource Canada LP, a [●] limited partnership].¹

“Capital Lease Obligations” shall mean, with respect to any Person for any period, all rental obligations of such Person which, under GAAP, are required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with such principles. For the avoidance of doubt, “Capital Lease Obligations” shall not include obligations or liabilities of any Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations would be required to be classified and accounted for as an operating lease under GAAP as existing on the Closing Date.

“Capital Stock” shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation (including common stock and preferred stock), any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests (general and limited), and membership and limited liability company interests, and any and all warrants, rights or options to purchase any of the foregoing (but excluding any debt security that is exchangeable for or convertible into such capital stock).

“Cash Equivalents” shall mean, as of any date of determination, (i) marketable securities (a) issued or directly and unconditionally guaranteed as to interest and principal by the United States Government or (b) issued by any agency of the United States in each case maturing within thirteen months after such date; (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within thirteen months after such date and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody’s; (iii) (a) commercial paper maturing no more than thirteen months from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody’s and (b) other corporate obligations maturing no more than thirteen months from the acquisition thereof and having, at the time of the acquisition thereof, a rating of at least AA from S&P or at least Aa2 from Moody’s; (iv) variable rate demand notes and auction rate securities maturing no more than thirteen months from the date of creation thereof; certificates of deposit or bankers’ acceptances maturing within thirteen months after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (a) is at least “adequately capitalized” (as defined in the regulations of its primary Federal banking regulator) and (b) has Tier 1 capital (as defined in such regulations) of not less than \$100,000,000; and shares of any money market mutual fund that (a) has substantially all of its assets invested continuously in the types of investments referred to in clauses (i) and (ii) above, (b) has net assets of not less than \$500,000,000 and (c) has the highest rating obtainable from

¹ Canadian related provisions to be added to the Credit Agreement.

either S&P or Moody's and (vii) solely with respect to any Foreign Subsidiary, substantially similar investments to those outlined in clauses of (i) through (vi) above, of reasonably comparable credit quality (taking into account the jurisdiction where such Foreign Subsidiary conducts business) in any jurisdiction in which such Person conducts business (it being understood that such investments may be denominated in the currency of any jurisdiction in which such Person conducts business).

"Cash Management Agreement" shall mean any agreement for the provision of Cash Management Services.

"Cash Management Obligations" shall mean any and all obligations, including guarantees thereof, of any Loan Party to a bank or other financial institution providing Cash Management Services.

"Cash Management Services" shall mean (i) cash management services, including disbursement services, treasury, depository, overdraft, electronic funds transfer and other cash management arrangements and (ii) commercial credit or debit card and merchant card services, in each case, provided to any Loan Party by the Administrative Agent, a Lender or any of their respective Affiliates.

"Certificated Securities" shall have the meaning set forth in Section 5.19(a).

"CFC" shall mean a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"CFC Holdco" shall mean any entity that (i) is directly owned by Holdings, the Borrowing Agent or any Domestic Subsidiary of Holdings or the Borrowing Agent and (ii) substantially all of the assets of which consist of the Capital Stock of one or more CFCs.

"Change in Tax Law" shall mean the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (including the Code), treaty, regulation or rule (or in the official application or interpretation of any law, treaty, regulation or rule, including a holding, judgment or order by a court of competent jurisdiction) relating to taxation.

"Change of Control" shall mean, at any time (a) prior to a Qualified Public Offering, any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, beneficially own, directly or indirectly, more than 50% of the voting interests in Holdings' Capital Stock (on a fully diluted basis), (b) after a Qualified Public Offering, any "person" or "group" (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934), other than the Permitted Holders, beneficially own, directly or indirectly, Capital Stock of Holdings representing more than 35% of the aggregate ordinary voting power of Holding's Capital Stock, or (c) a Change of Control or similar event occurs under the ABL Facility or any other Indebtedness of Holdings or its Restricted Subsidiaries the outstanding principal amount of which (or, in the case of any Disqualified Capital Stock, with an aggregate liquidation preference which) exceeds in the aggregate \$15,000,000.

“Chapter 11 Cases” has the meaning assigned to such term in the recitals to this Agreement.

“Closing Date” shall have the meaning set forth in Section 12.10.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated and rulings issued thereunder.

“Collateral” shall mean all property and assets (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document; provided, that the Collateral shall not include any Excluded Assets.

“Collateral Agent” shall mean the Administrative Agent acting as collateral agent for the Secured Parties pursuant to the Security Documents.

“Commonly Controlled Entity” shall mean a person or an entity, whether or not incorporated, that is part of a group that includes Holdings or the Borrowing Agent and that is treated as a single employer under Sections 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes relating to Section 412 of the Code).

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Company” shall have the meaning set forth in the preamble hereto.

“Compliance Certificate” shall mean a certificate duly executed by an Authorized Officer substantially in the form of Exhibit B.

“Confirmation Order” shall mean a final order of the Bankruptcy Court under the Chapter 11 Cases that confirms the Plan of Reorganization.

“Consolidated Capital Expenditure Limitation” shall have the meaning set forth in Section 8.3.

“Consolidated Capital Expenditures” shall mean, as of any date for the applicable period then ended, all capital expenditures of Holdings and its Restricted Subsidiaries on a consolidated basis for such period, as determined in accordance with GAAP.

“Consolidated Current Assets” shall mean, at any date, all amounts (other than cash and Cash Equivalents and any tax assets or deferred tax assets) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of Holdings and its Restricted Subsidiaries at such date.

“Consolidated Current Liabilities” shall mean, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption, but excluding deferred taxes and taxes payable) on a consolidated balance sheet of the Borrowing Agent and its Restricted Subsidiaries at such date, but excluding, without duplication, (a) the current portion of any Funded Debt of the Borrowing Agent and its Restricted

Subsidiaries, (b) all Indebtedness consisting of ABL Facility Loans, the Term Loans and other long term liabilities permitted to be Incurred pursuant to this Agreement and accrued interest thereon to the extent otherwise included therein, (c) the current portion of interest, (d) accruals for current or deferred taxes based on income or profits, and (e) accruals of any costs or expenses relating to restructuring reserves.

[“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of the Borrowing Agent and its Restricted Subsidiaries on a consolidated basis for the most recently completed Measurement Period, plus

(a) the following to the extent included in calculating Consolidated Net Income (other than with respect to clauses (a)(xv) and (xvi) below) for the most recently completed Measurement Period:

(i) Consolidated Interest Expense;

(ii) the provision for federal, state, local and foreign income Taxes, taxes on profit or capital, including, without limitation, state franchise and similar taxes, and foreign withholding taxes;

(iii) depreciation and amortization expense (including amortization of intangible assets (including goodwill));

(iv) all non-cash charges, expenses, items and losses (excluding any such non-cash charge, expense, item or loss to the extent that it represents an accrual or reserve for potential cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period), including, without limitation (A) non-cash items for any management equity plan, supplemental executive retirement plan or stock option plan or other type of compensatory plan for the benefit of officers, directors or employees, (B) non-cash restructuring charges or non-cash reserves in connection with any Permitted Acquisition consummated after the Closing Date, (C) all non-cash losses (minus any non-cash gains) from Dispositions (but for clarity excluding write-offs or write-downs of Inventory), (D) any non-cash purchase or recapitalization accounting adjustments, (E) non-cash losses (minus any non-cash gains) with respect to Swap Agreements, (F) non-cash charges attributable to any post-employment benefits offered to former employees, (G) non-cash expenses incurred in connection with new Store, distribution center or other facility openings and Store, distribution center or other facility closings, (H) non-cash asset impairments (but for clarity excluding impairments of Inventory) and (I) the non-cash effects of purchase accounting or similar adjustments required or permitted by GAAP in connection with any Permitted Acquisitions or Investments permitted under Section 8.6;

(v) (A) fees, costs and expenses incurred in connection with all aspects of the Chapter 11 Cases or directly or indirectly related thereto within twenty-four months of the Closing Date (including fees and expenses incurred within twenty-four months of the Closing Date of any consultants retained with

approval of the Board of Directors of Holdings), (C) restructuring charges or expenses (incurred in connection with any actions approved by the Board of Directors of the Borrowing Agent) in an aggregate amount not to exceed \$[_] million for such period, (vi) fees and expenses related to the Transactions (including any fees, costs and expenses incurred in connection with obtaining ratings of the Credit Facilities, Holdings and the Borrowers), (B) all costs and expenses incurred in connection with Permitted Acquisitions, Investments permitted under Section 8.6 and equity issuances and other transactions permitted hereunder (whether or not consummated, in each case to the extent reasonable, and to the extent paid on the date consummated or within 90 days of consummation or abandonment thereof) and (C) all costs and expenses incurred in connection with the prepayment or amendment of, or refinancing of, Indebtedness (whether or not any such amendment or refinancing is consummated);

(vi) [reserved];

(vii) costs and expenses related to new Store, distribution center and other facility openings in an aggregate amount not to exceed \$[2,000,000] per four (4) fiscal quarter period;

(viii) costs and expenses related to Store, distribution center and facility closures;

(ix) (A) expenses actually reimbursed or reasonably expected to be reimbursed no later than 180 days after the end of such period pursuant to a written contract or insurance policy with an unaffiliated third party, which contract or insurance obligation has not been disclaimed and (B) the Net Cash Proceeds actually received from any business interruption insurance;

(x) the amount by which Consolidated Rental Expense in such period is less than rental expense calculated in accordance with GAAP for such period;

(xi) extraordinary, unusual or non-recurring charges, expenses or losses, including, without limitation, (A) severance costs, (B) non-recurring and unusual expenses (including legal expenses) associated with recruitment of senior management (including one-time bonuses in connection therewith), (C) [reserved] (D) [reserved], (E) non recurring expenses related to the vesting of employee benefits in connection with employee departures and (F) any non-recurring expenses related to the retail transformation program (RTP) project not to exceed \$[10,000,000] in each Measurement Period following the Closing Date for the first four years following the Closing Date and \$[10,000,000] in the aggregate thereafter; provided, that (i) any unused amounts in any Measurement Period may be carried forward and utilized in the subsequent Measurement Period (such amount, the "Carryforward Amount"), with the Carryforward Amount being utilized first, and (ii) the amount added back pursuant to this subclause (F) in any Measurement Period may be increased by an amount equal to 100% of the

amount permitted to be added back in the subsequent Measurement Period (and any such increase shall reduce, on a dollar-for-dollar basis, the amount permitted to be added back in such subsequent Measurement Period); provided, further, that the aggregate amount added back to Consolidated EBITDA pursuant to this subclause (F) shall not exceed \$[30,000,000];

(xii) (A) any net loss from disposed or discontinued operations (and any costs and expenses related to such disposal or discontinuation) and (B) losses, charges and expenses attributable to asset Dispositions or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business;

(xiii) costs and expenses (including service costs) associated with pension and retirement plans;

(xiv) [Reserved];

(xv) to the extent not already reflected pursuant to this paragraph or the application of Pro Forma Basis, restructuring expenses, cost savings (including annualized cost savings and projected cost savings associated with Stores designated for closure by the Borrowing Agent plus related field expense savings and projected transfer sales), operating expense reductions, other operating improvements or synergies reasonably expected by the Borrowing Agent in its good faith judgment to result from any acquisition, merger, amalgamation, disposition or operational change, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of Consolidated EBITDA; provided, that any such adjustment to Consolidated EBITDA may only take into account restructuring expenses, cost savings, operating expense reductions, other operating improvements or synergies that are identified and such actions are to be taken within 12 months (and costs incurred, if applicable) following the consummation of such acquisition, merger, amalgamation or disposition or implementation of any operational change which is expected to result in such restructuring expenses, cost savings, operating expense reductions, other operating improvements or synergies, to the extent that such adjustments give effect to events that are (i) directly attributable to such acquisition, merger, amalgamation, disposition or operational change, (ii) reasonably expected to have a continuing impact on the Borrowing Agent and its Restricted Subsidiaries and (iii) identifiable and factually supportable (and the chief financial officer of Holdings shall have delivered an officer certificate certifying to clauses (i) through (iii)); provided further that (I) projected amounts (and not yet realized) with respect to this clause (xv) may no longer be added back pursuant to this clause (xv) to the extent occurring more than 12 months after the specified action taken in order to realize the restructuring expenses, cost savings, operating expense reduction, other operating improvement or synergy and (II) the aggregate amount added back pursuant to this clause (xv) for any Measurement Period shall not exceed \$25,000,000 for such Measurement Period determined before giving effect to this clause (xv); and

(xvi) without duplication of amounts added-back pursuant to clause (xv) above, cost savings projected to be realized by end of the fourth full fiscal quarter following the Closing Date in the form of (A) public company cost savings and (B) headcount reductions, in an amount corresponding to the four fiscal quarter period of determination set forth on Schedule 1.06; minus

(m) the following to the extent included in calculating such Consolidated Net Income for the most recently completed Measurement Period, without duplication:

- (i) federal, state, local and foreign income tax credits;
- (ii) non-cash items increasing Consolidated Net Income (in each case of or by the Borrowing Agent and its Subsidiaries for such Measurement Period) (excluding any such non cash item to the extent it represents the reversal of an accrual or reserve for potential cash item which reduced Consolidated EBITDA in any prior period) (other than the accrual of revenue in the ordinary course);
- (iii) any gain from extraordinary, unusual or non-recurring items;
- (iv) any aggregate net gain from the sale of property (other than accounts and inventory (as defined in the applicable UCC)) out of the ordinary course of business by such Person;
- (v) any other non-cash gain;
- (vi) any addition to Consolidated EBITDA from the immediately preceding four fiscal quarter period in respect of expenses that were expected to be reimbursed pursuant to a written contract or insurance policy that were not so reimbursed within 180 days of such period or which contract or pursuant to an insurance policy has been disclaimed by the unaffiliated third party that is a party thereto; and
- (vii) the amount by which Consolidated Rental Expense in such period is greater than rental expense calculated in accordance with GAAP for such period.

For the avoidance of doubt, payments or other amounts received under any tax sharing agreements or transition services agreements shall not be treated as non-recurring, unusual or extraordinary for purposes of the definition of “Consolidated EBITDA”.]²

“Consolidated Interest Expense” shall mean, without duplication, for any Measurement Period, the result of (a) the sum of (i) all interest, premium payments, debt discount, fees, charges and related expenses in connection with Indebtedness for borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to

² NTD: To be determined..

the extent treated as interest in accordance with GAAP, including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Swap Agreements (but excluding any unrealized costs and losses) and (ii) the portion of rent expense with respect to such period under Capital Lease Obligations that is treated as interest in accordance with GAAP, minus (b) the sum of (i) consolidated net gains of such Person and its Subsidiaries under Swap Agreements (but excluding any unrealized gains) and (ii) consolidated interest income, in each case of or by the Borrowing Agent and its Subsidiaries for the most recently completed Measurement Period, all as determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" shall mean, as of any date of determination, with respect to any Person and its Subsidiaries, for any Measurement Period, the net income (or loss) of such Person and its Subsidiaries for such Measurement Period, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from the calculation of Consolidated Net Income (a) except as otherwise provided in the Loan Documents with respect to calculations to be made on a pro forma basis, the net income (or loss) of any other Person accrued prior to the date it became a Subsidiary of, or was merged or consolidated into, such Person or any of such Person's Subsidiaries, (b) the net income (or loss) of any Person that is an Unrestricted Subsidiary or in which such Person has a minority ownership interest, except to the extent any such income has actually been received by such Person in the form of cash dividends or distributions, (c) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income, (d) the income (or loss) attributable to the early extinguishment of Indebtedness, and (e) the income of any Person in which any other Person (other than a Borrower or a Wholly Owned Subsidiary or any director holding qualifying shares in accordance with applicable law) has a joint interest, except to the extent of the amount of dividends or other distributions actually paid to the Borrowers or a Wholly Owned Subsidiary by such Person during such period.

"Consolidated Rental Expense" shall mean, without duplication, for any period, all fixed and contingent rental expenses of the Borrowers and their Subsidiaries (net of rental income receivable) paid in cash during such period under operating leases for real or personal property, except for the impact of landlord construction allowance amortization; provided that, with respect to any non-wholly owned Subsidiaries, such Subsidiaries' contribution to Consolidated Rental Expense shall be proportional to each Borrower's ownership interest (directly or indirectly) in such non-wholly owned Subsidiary.

"Consolidated Total Assets" shall mean, as of any date of determination, the total property and assets in each case of Holdings and its Restricted Subsidiaries as at the end of the most recently ended fiscal quarter of Holdings for which financial statements have been made available (or were required to be made available) pursuant to Section 7.1(a) or 7.1(b) determined on a consolidated basis in conformity with GAAP.

"Consolidated Total Debt" shall mean, at any date, an amount equal to the aggregate principal amount (or, if higher, the par value or stated face amount (other than with respect to zero coupon Indebtedness)) of all Indebtedness of the Borrowing Agent and its Restricted Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP, but

excluding any liabilities referred to in clauses (f) and (i) of the definition of “Indebtedness” and any Guarantee Obligations in respect of any such liabilities.

“Consolidated Working Capital” shall mean, at any date, Consolidated Current Assets on such date less Consolidated Current Liabilities on such date.

“Consolidated Working Capital Adjustment” shall mean, for any period on a consolidated basis, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such period exceeds (or is less than (in which case the Consolidated Working Capital Adjustment will be a negative number)) Consolidated Working Capital as of the end of such period. For purposes of calculating Consolidated Working Capital for any period in which a Permitted Acquisition occurs, the “consolidated current assets” and “consolidated current liabilities” of any Person acquired in such Permitted Acquisition (determined on a basis consistent with the corresponding definitions herein, with appropriate reference changes) as of the date such Permitted Acquisition is consummated shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition.

“Contractual Obligation” shall mean, with respect to any Person, any provision of any agreement, instrument or other undertaking (other than a Loan Document or ABL Facility Document) to which such Person is a party or by which it or any of its property is bound.

“Contribution Percentage” shall have the meaning set forth in Section 9.9.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Cortland” shall mean Cortland Products Corp., in its individual capacity, and any successor corporation thereto by merger, consolidation or otherwise.

“Credit Agreement Refinancing Indebtedness” shall mean Indebtedness in the form of term loans incurred pursuant to a Refinancing Amendment, in each case, incurred to refinance, in whole or part, then existing Term Loans of one or more Tranches (including any successive Credit Agreement Refinancing Indebtedness) (“Refinanced Debt”); provided that (i) such refinancing Indebtedness is in an original aggregate principal amount (or accreted value, if applicable) not greater than the aggregate principal amount (or accreted value, if applicable) of the Refinanced Debt except by an amount equal to unpaid accrued interest and premium (including tender premiums) thereon plus other reasonable amounts paid (including underwriting discounts, including original issue discount), and fees and expenses reasonably incurred (including, defeasance costs and commissions), in connection with such refinancing Indebtedness, (ii) such Indebtedness has a final stated maturity at least 91 days later than the final stated maturity of the Refinanced Debt and Term Loans not being refinanced, (iii) such Indebtedness has a Weighted Average Life to Maturity at least six months greater than the Weighted Average Life to Maturity of the Refinanced Debt, (iv) such Indebtedness shall have no amortization prior to the final stated maturity of the First Lien Loans, (v) such Indebtedness shall not be subject to any mandatory redemptions or prepayments (other than customary asset sale

and change of control provisions) and (vi) such Refinanced Debt shall be repaid, defeased or satisfied and discharged in an amount equal to 100% of the Net Cash Proceeds from any Credit Agreement Refinancing Indebtedness, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is incurred.

“De Minimis Disposition” shall have the meaning set forth in the definition of “Asset Sale.”

“Debtor Relief Laws” shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Declined Proceeds” shall have the meaning set forth in Section 4.2(e).

“Debtors” shall have the meaning assigned to such term in the recitals to this Agreement.

“Default” shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Defaulting Lender” shall mean any Lender with respect to which a Lender Default is in effect or which becomes the subject of a Bail-In Action.

“Designated Non-Cash Consideration” shall mean the fair market value of non-cash consideration constituting (a) a debt instrument or security reasonably satisfactory to the Administrative Agent (such consent not to be unreasonably withheld and which shall be deemed to have been provided two (2) Business Days after the Borrowing Agent provides a copy of such debt instrument or security to the Administrative Agent, unless otherwise objected to in writing) or (b) assets used or useful in the business of the Borrowing Agent and its Restricted Subsidiaries received by the Borrowing Agent or any Restricted Subsidiary in connection with a Disposition made pursuant to Section 8.4(r) that is designated as “Designated Non-Cash Consideration” on the date received pursuant to a certificate of an Authorized Officer of the Borrowing Agent delivered to the Administrative Agent setting forth the basis of such fair market value (with the amount of Designated Non-Cash Consideration in respect of any Disposition being reduced for purposes of Section 8.4(r) to the extent the Borrowing Agent or any Restricted Subsidiary converts the same to cash or Cash Equivalents within 180 days following the consummation of the applicable Disposition).

“Disposition” shall mean, with respect to any property (including, without limitation, Capital Stock of the Borrowing Agent or any of its Restricted Subsidiaries), any sale, Asset Sale, Sale Leaseback Transactions, assignment, conveyance, transfer or other disposition thereof (including by merger or consolidation or amalgamation and excluding the granting of a Lien permitted hereunder) and any issuance of Capital Stock of Holdings’ Restricted Subsidiaries. The terms “Dispose” and “Disposed of” shall have correlative meanings. For the avoidance of doubt, the terms Disposition, Dispose and Disposed of do not refer to the issuance, sale or transfer of Capital Stock by Holdings.

“Disqualified Capital Stock” shall mean any Capital Stock which, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise (except as a result of a change in control or asset sale so long as any right of the holders thereof upon the occurrence of a change in control or asset sale event shall be subject to the prior repayment in full of the Term Loans and all other Obligations under the Loan Documents that are then accrued and payable and the termination of the Term Loan Commitments), in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time of issuance of the respective Capital Stock, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Capital Stock), in whole or in part, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time of issuance of the respective Capital Stock, except as a result of a change in control or an asset sale or, in case of Capital Stock issued to an employee or director of Holdings or a Restricted Subsidiary, the death, disability, retirement, severance or termination of employment or service of such holder, in each case so long as any such right of the holder is subject to the prior repayment in full of the Term Loans and all other Obligations under the Loan Documents that are then accrued and payable and the termination of the Term Loan Commitments, (c) requires the payment of any cash dividend or any other scheduled cash payment, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time of issuance of the respective Capital Stock, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time of issuance of the respective Capital Stock; provided that if such Capital Stock is issued to any plan for the benefit of employees of Holdings or its Restricted Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations. The amount of Disqualified Capital Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that Holdings and its Restricted Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Capital Stock or portion thereof, plus accrued dividends.

“Disqualified Institution” shall mean (a) any financial institution identified in writing, prior to the Closing Date, by the Borrowing Agent to the Administrative Agent as not constituting an “Eligible Assignee” and (b) any competitor of the Borrowers or their respective Subsidiaries that is an operating company and any Affiliate thereof (other than any financial investor that is not an operating company or an Affiliate of an operating company and other than any Affiliate that is a bona fide diversified debt fund) identified in writing by the Borrowing Agent to the Administrative Agent prior to the Closing Date.

“Distribution” shall have the meaning set forth in the preamble hereto.

“Dollars” and the sign “\$” shall each mean freely transferable lawful money of the United States.

“Domestic Subsidiary” shall mean, with respect to any Person, any Subsidiary of such Person incorporated or organized in the United States, any State thereof or the District of Columbia.

“Dutch Auction” shall mean one or more purchases (each, a “Purchase”) by a Permitted Auction Purchaser (a “Purchaser”) of Term Loans; provided that, each such Purchase is made on the following basis:

(a) (i) the Purchaser will notify the Administrative Agent in writing (a “Purchase Notice”) (and the Administrative Agent will deliver such Purchase Notice to each relevant Lender) that such Purchaser wishes to make an offer to purchase from (x) each Lender with respect to any Tranche of Term Loans, in an aggregate principal amount as is specified by such Purchaser (the “Term Loan Purchase Amount”) with respect to each applicable Tranche, subject to a range or minimum discount to par expressed as a price at which range or price such Purchaser would consummate the Purchase (the “Offer Price”) of such Term Loans to be purchased (it being understood that different Offer Prices and/or Term Loan Purchase Amounts, as applicable, may be offered with respect to different Tranches of Term Loans and, in such an event, each such offer will be treated as a separate offer pursuant to the terms of this definition); provided that the Purchase Notice shall specify that each Return Bid (as defined below) must be submitted by a date and time to be specified in the Purchase Notice, which date shall be no earlier than the second Business Day following the date of the Purchase Notice and no later than the fifth Business Day following the date of the Purchase Notice (or such other time as the Administrative Agent shall agree); (ii) at the time of delivery of the Purchase Notice to the Administrative Agent, no Event of Default shall have occurred and be continuing or would result therefrom (which condition shall be certified as being satisfied in such Purchase Notice) and (iii) the Term Loan Purchase Amount specified in each Purchase Notice delivered by such Purchaser to the Administrative Agent shall not be less than \$2,000,000 in the aggregate;

(b) such Purchaser will allow each Lender holding the Tranche of Term Loans subject to the Purchase Notice to submit a notice of participation (each, a “Return Bid”) which shall specify (i) one or more discounts to par of such Lender’s tranche or tranches of Term Loans subject to the Purchase Notice expressed as a price (each, an “Acceptable Price”) (but in no event will any such Acceptable Price be greater than the highest Offer Price for the Purchase subject to such Purchase Notice) and (ii) the principal amount of such Lender’s Tranches of Term Loans at which such Lender is willing to permit a purchase of all or a portion of its Term Loans to occur at each such Acceptable Price (the “Reply Amount”);

(c) based on the Acceptable Prices and Reply Amounts of the Term Loans as are specified by the Lenders, the Administrative Agent in consultation with such Purchaser, will determine the lowest purchase price (the “Applicable Discount Price”) within the range of the Offer Price for such Purchase that would allow the Purchaser to complete the Purchase by purchasing the full Term Loan Purchase Amount (or such lesser amount of Term Loans for which the Purchaser has received a Qualifying Loan (as defined below);

(d) such Purchaser shall purchase Term Loans from each Lender whose Return Bid is equal to or less than the Applicable Discount Price (each, a “Qualifying Loan” and such Lenders being referred to as “Qualifying Lenders”), subject to clauses (e), (f), (g) and (h)

below. All Qualifying Loans (including multiple component Qualifying Loans contained in a single Return Bid) received at an Acceptable Price lower than the Applicable Discount Price will be purchased at such applicable Acceptable Price and shall not be subject to proration;

(e) if the aggregate principal amount of all Qualifying Loans submitted in any Purchase would exceed the remaining Term Loan Purchase Amount (after deducting all Loans to be purchased at prices below the Applicable Discount Price) such Purchaser shall purchase Qualifying Loans at the Applicable Discount Price ratably based on the aggregate principal amounts of all such Qualifying Loans tendered by each such Qualifying Lender in an aggregate amount necessary to complete the purchase of the Term Loan Purchase Amount;

(f) the Purchase shall be consummated pursuant to and in accordance with Section 12.4 and, to the extent not otherwise provided herein, shall otherwise be consummated pursuant to procedures (including as to timing, rounding and minimum amounts, Interest Periods, and other notices by such Purchaser) reasonably acceptable to the Administrative Agent and Purchaser (provided that, subject to the proviso of subsection (g) of this definition, such Purchase shall be required to be consummated no later than ten Business Days after the time that Return Bids are required to be submitted by Lenders pursuant to the applicable Purchase Notice (the "Expiration Date"); provided, that such Expiration Date may be extended for a period not exceeding three (3) Business Days upon notice by the Purchaser to the Administrative Agent not less than 24 hours before the original Expiration Date);

(g) upon submission by a Lender of a Qualifying Bid (defined below), subject to the foregoing clauses (e) and (f), such Lender will be irrevocably obligated to sell the entirety or its pro rata portion (as applicable pursuant to clause (e) above) of the Reply Amount at the Applicable Discount plus accrued and unpaid interest through the date of purchase to such Purchaser pursuant to Section 12.4 and as otherwise provided herein; provided that as long as no Return Bids which contains an Acceptable Price that is equal to or less than the Applicable Discount Price have been submitted (a "Qualifying Bid"), each Purchaser may rescind its Purchase Notice by notice to the Administrative Agent; and

(h) purchases by a Permitted Auction Purchaser of Qualifying Loans shall result in the immediate Cancellation of such Qualifying Loans.

"ECF Percentage" shall mean 75%; provided that the ECF Percentage shall be reduced to (i) 50% if the Total Leverage Ratio as of the last day of the respective Excess Cash Flow Period is less than or equal to [____]:1.00 and greater than [____]:1.00, (ii) 25% if the Total Leverage Ratio as of the last day of the respective Excess Cash Flow Period is less than or equal to [____]:1.00 and greater than [____]:1.00, and (iii) 0% if the Total Leverage Ratio as of the last day of the respective Excess Cash Flow Period is less than or equal to [____]:1.00.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” shall mean (a) any Lender, any Affiliate of a Lender and any Approved Fund (any two or more Approved Funds with respect to a particular Lender being treated as a single Eligible Assignee for all purposes hereof), and (b) any commercial bank, insurance company, financial institution, investment or mutual fund or other entity that is an “accredited investor” (as defined in Regulation D under the Securities Act); provided that “Eligible Assignee” shall (x) include Permitted Auction Purchasers, subject to the provisions of Section 12.4(a)(iii), but solely to the extent that any such Person purchases or acquires Term Loans and effects a Cancellation immediately upon such contribution, purchase or acquisition and (y) exclude (i) any natural person and (ii) any Disqualified Institution.

“Environmental Claims” shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations and/or proceedings relating in any way to any noncompliance with, or liability arising under, Environmental Law or any permit issued by any Governmental Authority under any Environmental Law (hereafter, “Claims”), including, without limitation, (a) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other corrective actions or damages pursuant to any Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury to human health and safety with respect to exposure to, or the environment due to the presence of, Materials of Environmental Concern.

“Environmental Laws” shall mean any and all current or future foreign, federal, state, local or municipal Requirements of Law and common law regulating, relating to or imposing liability or standards of conduct concerning Materials of Environmental Concern, human health and safety with respect to exposure to Materials of Environmental Concern, pollution, and protection or restoration of the environment.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time and the regulations promulgated and rulings issued thereunder.

“EU Bail-In Legislation Schedule” shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” shall have the meaning set forth in Section 10.1.

“Excess Cash Flow” shall mean, for any Excess Cash Flow Period, an amount (not less than zero) equal to the excess, if any, of

- (a) the sum, without duplication, of

(i) Consolidated Net Income for such Excess Cash Flow Period;

(ii) the amount of all non-cash charges (such as depreciation, amortization, and impairment) deducted in arriving at such Consolidated Net Income;

(iii) the Consolidated Working Capital Adjustment for such Excess Cash Flow Period;

(iv) the aggregate net amount of non-cash losses on the Disposition of property by Holdings and its Restricted Subsidiaries during such Excess Cash Flow Period (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income;

(v) the amount of tax expense in excess of the amount of taxes paid in cash during such Excess Cash Flow Period to the extent such tax expense was deducted in determining Consolidated Net Income for such period;

(vi) the amount of expenses in respect of pension and other post employment benefits in excess of the amount of pension and other post employment benefits paid in cash during such Excess Cash Flow Period to the extent such expenses in respect of pension and other post employment benefits were deducted in determining Consolidated Net Income for such period;

(vii) the amount of cash receipts in respect of Swap Agreements during such Excess Cash Flow Period to the extent not included in determining Consolidated Net Income for such period; over

(b) the sum, without duplication, of

(i) the amount of all non-cash gains or credits included in arriving at such Consolidated Net Income;

(ii) (A) the aggregate amount actually paid by Holdings and its Restricted Subsidiaries in cash on account of Consolidated Capital Expenditures (other than to the extent financed with Indebtedness or equity) during such Excess Cash Flow Period and (B) the aggregate amount contractually committed to by Holdings or any of its Restricted Subsidiaries during such Excess Cash Flow Period to be paid in cash on account of Consolidated Capital Expenditures within six months after the end of such Excess Cash Flow Period (but not actually paid during such Excess Cash Flow Period); provided that (x) if any amounts on account of Consolidated Capital Expenditures are deducted from Excess Cash Flow during such Excess Cash Flow Period pursuant to (B) above, such amount shall be added to the Excess Cash Flow for the immediately succeeding Excess Cash Flow Period if (I) the amount is not actually paid in cash within such six month period or (II) the amount paid is financed with Indebtedness or equity and (y) to the extent clause (x) is not applicable, no deduction shall be taken in the

immediately succeeding Excess Cash Flow Period when such amounts deducted pursuant to clause (B) are actually paid;

(iii) (A) the aggregate amount actually paid by Holdings and its Restricted Subsidiaries in cash on account of Permitted Acquisitions (other than to the extent financed with Indebtedness or equity) during such Excess Cash Flow Period and (B) the aggregate amount contractually committed to by Holdings or any of its Restricted Subsidiaries during such Excess Cash Flow Period to be paid in cash on account of the consummation of Permitted Acquisitions, in each case, prior to the date on which a prepayment of Term Loans would be required pursuant to Section 4.2(b) with respect to such Excess Cash Flow Period (but not actually paid during such Excess Cash Flow Period); provided that (x) if any amounts on account of Permitted Acquisitions are deducted from Excess Cash Flow during such Excess Cash Flow Period pursuant to (B) above, such amount shall be added to the Excess Cash Flow for the immediately succeeding Excess Cash Flow Period if (I) the amount is not actually paid in cash or the Permitted Acquisition in respect of such payment is not actually consummated, in either case, prior to the date on which a prepayment of Term Loans would be required pursuant to Section 4.2(b) with respect to such Excess Cash Flow Period or (II) the amount paid is financed with Indebtedness or equity and (y) to the extent clause (x) is not applicable, no deduction shall be taken in the immediately succeeding Excess Cash Flow Period when such amounts deducted pursuant to clause (B) are actually paid;

(iv) the aggregate amount of all regularly scheduled principal amortization payments of Funded Debt (including the Term Loans) made during such Excess Cash Flow Period (including payments in respect of Capital Lease Obligations to the extent not deducted in the calculation of Consolidated Net Income) (other than (x) prepayments described in Section 4.2(b) and (y) repayments to the extent financed with Indebtedness or equity);

(v) the aggregate net amount of gains on the Disposition of property (including any Sale Leaseback Transaction permitted under Section 8.9) by Holdings and its Restricted Subsidiaries during such Excess Cash Flow Period (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income;

(vi) (A) the aggregate amount of all Investments made in cash during such Excess Cash Flow Period pursuant to clauses (d), (e), (q) and (w) of Section 8.6 (other than (x) intercompany Investments among or between Holdings and its Restricted Subsidiaries and (y) to the extent financed with Indebtedness or equity) or (B) the aggregate amount contractually committed to by Holdings or any of its Restricted Subsidiaries during such Excess Cash Flow Period to be paid in cash on account of the consummation of Investments pursuant to clauses (d), (e), (q) and (w) of Section 8.6 (other than intercompany Investments among or between Holdings and its Restricted Subsidiaries), in each case, prior to the date on which a prepayment of Term Loans would be required pursuant to

Section 4.2(b) with respect to such Excess Cash Flow Period (but not actually paid during such Excess Cash Flow Period); provided that (x) if any amounts on account of such Investments are deducted from Excess Cash Flow during such Excess Cash Flow Period pursuant to (B) above, such amount shall be added to the Excess Cash Flow for the immediately succeeding Excess Cash Flow Period if (I) the amount is not actually paid in cash or such Investment in respect of such payment is not actually consummated, in either case, prior to the date on which a prepayment of Term Loans would be required pursuant to Section 4.2(b) with respect to such Excess Cash Flow Period or (II) the amount paid is financed with Indebtedness or equity and (y) to the extent clause (x) is not applicable, no deduction shall be taken in the immediately succeeding Excess Cash Flow Period when such amounts deducted pursuant to clause (B) are actually paid;

(vii) (A) the amount of taxes paid in cash during such Excess Cash Flow Period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period and (B) the amount of taxes accrued for such period that have not been paid but are payable within 180 days after the end of such period (provided that (i) such amount was not deducted from Excess Cash Flow in any prior Excess Cash Flow Period and (ii) to the extent the amount of taxes paid during such period is less than the amount subtracted for such Excess Cash Flow Period under this clause (vii)(B), the amount of such shortfall shall be added to Excess Cash Flow for the succeeding Excess Cash Flow Period);

(viii) Restricted Payments made in cash by Holdings during such Excess Cash Flow Period under clauses (d) (other than Restricted Payments made in reliance on the second proviso therein), and (g) of Section 8.5 (other than to the extent financed with Indebtedness or equity), in each case, to the extent not deducted in arriving at such Consolidated Net Income;

(ix) the aggregate amount of all principal prepayments or repurchases of Indebtedness (other than (x) prepayments or repurchases of the Term Loans made during such Excess Cash Flow Period (except for any prepayment in connection with a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase), (y) prepayments or repurchases of loans under the ABL Facility made during such Excess Cash Flow Period (except to the extent there is an equivalent permanent reduction in the commitments thereunder) and (z) to the extent such prepayments or repurchases are financed with Indebtedness or equity), except in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder);

(x) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by Holdings and its Restricted Subsidiaries during such Excess Cash Flow Period that are required to be made in connection with any prepayment or satisfaction and discharge of Indebtedness (other than to the extent financed with Indebtedness or equity) to the extent that the amount so

prepaid, satisfied or discharged has not already been deducted (whether in determining Consolidated Net Income or otherwise) in determining Excess Cash Flow for that, or any prior, Excess Cash Flow Period;

(xi) cash payments made in satisfaction of non-current liabilities (excluding payments of Indebtedness) (other than to the extent financed with Indebtedness or equity) to the extent such non-current liability has not already been deducted (whether in determining Consolidated Net Income or otherwise) in determining Excess Cash Flow for that, or any prior, Excess Cash Flow Period;

(xii) to the extent not deducted in arriving at Consolidated Net Income, fees, expenses and purchase price adjustments incurred in connection with the Transactions or, to the extent permitted hereunder, any Investment permitted under Section 8.6 and any equity issuance or debt issuance, in each case (whether or not consummated), to the extent paid in cash by Holdings or any of its Restricted Subsidiaries during such Excess Cash Flow Period;

(xiii) the amount of pension and other post employment benefits paid in cash during such Excess Cash Flow Period to the extent such payments exceed the amount of expenses in respect to pension and other post employment benefits deducted in determining Consolidated Net Income for such period;

(xiv) the amount of cash expenditures in respect of Swap Agreements during such Excess Cash Flow Period to the extent not deducted in determining Consolidated Net Income for such period;

(xv) [reserved];

(xvi) to the extent included in clause (a) of this definition, the Excess Cash Flow of any Foreign Subsidiary or non-wholly owned Subsidiary that is not distributed, repatriated or otherwise returned to Holdings or a Wholly-Owned Domestic Subsidiary of Holdings during such Excess Cash Flow Period but only to the extent that such distribution, repatriation or otherwise would reasonably be expected to result in adverse tax consequences to Holdings or such Wholly-Owned Domestic Subsidiary of Holdings as reasonably determined by the Borrowing Agent;

(xvii) the aggregate amount of expenditures actually made by the Holdings and its Restricted Subsidiaries in cash during such period to the extent that such expenditures are not expensed during such period (including any excess of Consolidated Rental Expense for such period over rental expense calculated in accordance with GAAP for such period).

For the purposes of calculating Excess Cash Flow for any Excess Cash Flow Period, the Consolidated Net Income of a target of any Permitted Acquisition shall be included in such calculation only from and after the date of the consummation of such Permitted Acquisition.

“Excess Cash Flow Application Date” shall have the meaning set forth in Section 4.2(b).

“Excess Cash Flow Period” shall mean, with respect to any Excess Cash Flow Application Date, the immediately preceding fiscal year, commencing with the fiscal year ending on January 31, 2019.

“Excluded Accounts” shall mean payroll accounts, employee benefit accounts, withholding tax and other fiduciary accounts, escrow accounts in respect of arrangements with non-affiliated third parties, worker’s compensation, customs accounts, trust and tax withholding which are funded by the Loan Parties in the ordinary course of business or as required by any Requirement of Law, cash collateral accounts subject to Liens permitted under the Loan Documents, petty cash accounts which contain an average daily balance of less than \$1,000,000 for any one account (provided that the aggregate amount of all such petty cash accounts does not exceed \$1,000,000 in the aggregate) and accounts held by non-Loan Parties.³

“Excluded Assets” shall mean (i) any fee-owned Real Property with a fair market value of less than \$10,000,000 and all Real Property constituting Leaseholds, (ii) (a) any motor vehicles and other assets subject to certificates of title and (b) any letter of credit rights (other than letter of credit rights a security interest in which can be perfected by the filing of a UCC financing statement) or commercial tort claims, in each case, with a value of less than \$3,000,000, (iii) any assets in which the grant of a pledge or security interest is prohibited by law, rule, regulation or would reasonably be expected to result in material adverse tax consequences (as determined in good faith by the Borrowing Agent), (iv) Capital Stock (a) in any entity that is not a Wholly-Owned Subsidiary if the granting of a security interest in such Capital Stock would be prohibited by Organizational Documents of such entity without third party consent which consent has not been obtained, (b) that is voting Capital Stock of any Excluded Foreign Subsidiary described in clause (i) of the definition of Excluded Foreign Subsidiary in excess of 65% of the total outstanding voting Capital Stock of such Excluded Foreign Subsidiary, solely to the extent pledging or hypothecating more than 65% of the total voting stock of such Excluded Foreign Subsidiary to secure the Obligations would result in material adverse tax consequences to the Borrower Group or the Guarantors and (c) of any Excluded Foreign Subsidiary described in clause (ii) of the definition of Excluded Foreign Subsidiary, (v) any governmental licenses or state or local franchises, charter and authorization, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby, (vi) assets in circumstances where the Administrative Agent and the Borrowing Agent reasonably agree that the cost of obtaining or perfecting a security interest in such assets is excessive in relation to the benefit to the Lenders of the security to be afforded thereby, (vii) licenses, instruments, leases and agreements to the extent and so long as such a pledge thereof would violate the terms thereof or violate any law, rule or regulation, but only to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC, Bankruptcy Code or any other requirement of law, (viii) any property or assets subject to a Lien with respect to any purchase money Indebtedness or Capital Lease Obligations permitted under the Loan Documents if the contract, agreement or document to which such Lien is granted (or in the contract, agreement or document providing for such Capital Lease Obligations) prohibits or requires the consent of any Person as a condition to

³ NTD: To conform to the ABL Facility.

the creation of any other Lien on such property or asset, (ix) any “intent-to-use” trademark applications and (x) any Excluded Accounts; provided that (I) notwithstanding the above, Excluded Assets shall not include (a) any assets that secure (or are required to secure) the obligations under the ABL Facility and (b) any Capital Stock of a Loan Party (other than Holdings), (II) in the case of clause (v), such exclusion shall not apply (a) to the extent the prohibition is ineffective under applicable anti-nonassignment provisions of the UCC or other law or (b) to proceeds and receivables of the assets referred to in such clause, the assignment of which is expressly deemed effective under applicable anti-nonassignment provisions of the UCC or other law notwithstanding such prohibition and (III) Excluded Assets shall include any assets that would otherwise constitute ABL Priority Collateral but are “Excluded Collateral” (or comparable term) for purposes of the ABL Facility.]⁴

“Excluded Foreign Subsidiary” shall mean any (i) CFC Holdco or Foreign Subsidiary that is a CFC, or (ii) Domestic Subsidiary or Foreign Subsidiary, in each case, the Capital Stock of which is directly or indirectly owned by any Foreign Subsidiary that is a CFC; provided, that no Subsidiary of Holdings or the Borrowing Agent shall be an “Excluded Foreign Subsidiary” if such Subsidiary is a Loan Party (or comparable term) for purposes of any Permitted Incremental Equivalent Debt or the ABL Facility; provided, further, that no Canadian Loan Party or Puerto Rican Loan Party shall be an “Excluded Foreign Subsidiary”.

“Excluded Swap Obligation” shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” shall mean any of the following Taxes on or with respect to, or required to be withheld or deducted from a payment to any Lender or the Administrative Agent, (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of such Lender or Administrative Agent being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan (other than pursuant to an assignment request by the Borrower under Section 2.14) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 4.4, amounts with respect to such

⁴ Definitions to conform to the ABL.

Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 4.4(e) and (d) any U.S. federal withholding Taxes imposed under FATCA..

"Executive Order" shall have the meaning set forth in Section 5.21(b)(i).

"Existing Credit Agreement" shall have the meaning set forth in the preamble hereto.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Rate" shall mean, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three U.S. banks of recognized standing selected by the Administrative Agent.

"Fees" shall mean all amounts payable pursuant to or referred to in Section 3.1.

"Finance" shall have the meaning set forth in the preamble to this Agreement.

"Foreign Indebtedness Notice" shall have the meaning set forth in the last paragraph of Section 8.1.

"Foreign Indebtedness Offer" shall have the meaning set forth in the last paragraph of Section 8.1.

"Foreign Lender" shall mean a Lender that is not a "United States Person" as defined in Section 7701(a)(30) of the Code.

"Foreign Subsidiary" shall mean any Subsidiary of a Loan Party that is not a Domestic Subsidiary.

"Funded Debt" shall mean, with respect to any Person, all Indebtedness of such Person for borrowed money that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrowing Agent, shall in any event include all Indebtedness in respect of the Term Loans, any Permitted Incremental Equivalent Debt and under the ABL Facility.

“GAAP” shall mean generally accepted accounting principles in the United States as in effect from time to time, consistently applied (or, for Foreign Subsidiaries that are Restricted Subsidiaries, in conformity with generally accepted accounting principles that are applicable in their respective jurisdiction of organization).

“Governmental Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

“Governmental Authority” shall mean the government of the United States, any other nation or any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” shall have the meaning set forth in Section 9.2.

“Guarantee Obligation” shall mean, as to any Person (the “guaranteeing person”), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include (v) subject to Section 9.10, any Excluded Swap Obligations, (w) endorsements of instruments for deposit or collection in the ordinary course of business, (x) customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets or Capital Stock permitted under this Agreement, (y) product warranties given in the ordinary course of business or (z) ordinary course performance guarantees by Holdings or any of its Subsidiaries of the obligations (other than for the payment of Indebtedness) of Holdings or any of its Subsidiaries. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrowing Agent in good faith; provided that, in the case of any Guarantee Obligations where the recourse to such Person

for such Indebtedness is limited to the assets subject to the Lien granted to secure such Indebtedness, then the amount of any Guarantee Obligation of any guaranteeing person shall be the lesser of (A) the amount of the Indebtedness secured by such Lien and (B) the value of the assets subject to such Lien.

“Guaranteed Obligations” shall have the meaning set forth in Section 9.1.

“Guarantor Assumption” shall have the meaning set forth in Section 13.2.

“Guarantor Joinder Agreement” shall mean an agreement substantially in the form of Exhibit D.

“Guarantors” shall mean, collectively, Holdings, the Subsidiary Guarantors and, in the case of Guaranteed Obligations incurred directly by Holdings or any Subsidiary Guarantor, the Borrowers.

“HMT” shall have the meaning set forth in Section 5.21(b)(v).

“Holdings” shall have the meaning set forth in the preamble hereto.

“Houlihan” shall have the meaning set forth in Section 6.1(g).

“Immaterial Subsidiary” shall mean each Restricted Subsidiary of the Borrowing Agent (i) which, as of the most recent fiscal quarter of Holdings, for the period of four consecutive fiscal quarters then ended, for which financial statements have been (or were required to be) delivered pursuant to Section 7.1, contributed less than 3.0% of Consolidated EBITDA for such period or (ii) which had assets with a net book value of less than 3.0% of the Consolidated Total Assets as of such date; provided that, if at any time the aggregate amount of Consolidated EBITDA or Consolidated Total Assets attributable to all Restricted Subsidiaries that are Immaterial Subsidiaries exceeds 5.0% of Consolidated EBITDA for any such period or 5.0% of Total Assets as of the end of any such fiscal quarter, the Borrowing Agent (or, in the event the Borrowing Agent has failed to do so within 20 Business Days, the Administrative Agent) shall designate sufficient Restricted Subsidiaries as no longer being Immaterial Subsidiaries to eliminate such excess, and such designated Restricted Subsidiaries shall no longer constitute Immaterial Subsidiaries under this Agreement; provided, however, that no Restricted Subsidiary of the Borrowing Agent shall be an “Immaterial Subsidiary” if such Restricted Subsidiary is not an “Immaterial Subsidiary” (or comparable term) for purposes of any Permitted Incremental Equivalent Debt or ABL Facility.

“Incremental Amendment” shall have the meaning set forth in Section 2.15(d).

“Incremental Commitments” shall mean the Incremental Term Loans.

“Incremental Notice” shall have the meaning set forth in Section 2.15(f).

“Incremental Offer” shall have the meaning set forth in Section 2.15(f).

“Incremental Term Lender” shall have the meaning set forth in Section 2.15(a).

“Incremental Term Loan Commitments” shall have the meaning set forth in Section 2.15(a).

“Incremental Term Loan Maturity Date” shall mean the date on which an Incremental Term Loan matures as set forth on the Incremental Amendment relating to such Incremental Term Loan.

“Incremental Term Loans” shall have the meaning set forth in Section 2.15(a).

“Incur” shall mean issue, assume, enter into any Guarantee of, incur or otherwise become liable for; and the terms “Incurs,” “Incurred” and “Incurrence” shall have a correlative meaning; provided that (i) any Indebtedness or Capital Stock of any of Holdings or its Restricted Subsidiaries existing on the Closing Date (after giving effect to the Transaction) shall be deemed to be Incurred by Holdings or such Restricted Subsidiary, as the case may be, on the Closing Date and (ii) any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary. Accrual of interest, the accretion of accreted value, the payment of interest in the form of additional Indebtedness, and the payment of dividends on Capital Stock constituting Indebtedness in the form of additional shares of the same class of Capital Stock, will not be deemed to be an Incurrence of Indebtedness. Any Indebtedness issued at a discount (including Indebtedness on which interest is payable through the issuance of additional Indebtedness) shall be deemed Incurred at the time of original issuance of the Indebtedness at the initial accreted amount thereof.

“Indebtedness” shall mean, with respect to any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than (1) trade or other similar payables, accrued income taxes, VAT, deferred taxes, sales taxes, equity taxes and accrued liabilities incurred in the ordinary course of such Person’s business, (2) earn-outs and any sums for which such Person is obligated pursuant to noncompetition arrangements entered into in connection with any acquisition (including Permitted Acquisitions) until such obligations become a liability on the balance sheet of such Person in accordance with GAAP, without giving effect to references in the footnotes to the Borrowing Agent’s financial statements, (3) royalty payments made in the ordinary course of business in respect of exclusive and non-exclusive licenses, (4) any accruals for (A) payroll and (B) other non-interest bearing liabilities accrued in the ordinary course of business, (5) any obligations in respect of operating leases that are not Synthetic Lease Obligations, (6) any deferred rent obligations and (7) pension and other employee commitments), which purchase price is (i) due more than six months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument, (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations and all Synthetic Lease Obligations of such Person (excluding, for the avoidance of doubt, lease payments under operating leases), (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or

in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (f) above, (h) all obligations (excluding prepaid interest thereon) of the kind referred to in clauses (a) through (g) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, but only to the extent of the lesser of (i) the fair market value of such property subject to such Lien and (ii) the amount of Indebtedness secured by such Lien and (iii) all net obligations of such Person on a mark-to-market basis in respect of Swap Agreements. For the avoidance of doubt, "Indebtedness" shall not include (i) obligations or liabilities of any Person in respect of any of its Qualified Capital Stock nor the obligations of any Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations would be required to be classified and accounted for as an operating lease under GAAP as existing on the Closing Date (whether or not such lease exists on the Closing Date or hereafter arises), (ii) obligations under any Swap Agreements unless such obligations are payment obligations that relate to a Swap Agreement that has terminated, (iii) customary obligations under employment agreements and deferred compensation and (iv) deferred tax liabilities.

"Indemnified Person" shall have the meaning set forth in Section 12.1.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" shall have the meaning set forth in Section 12.1(b).

"Initial Mortgaged Property" shall have the meaning set forth in Section 7.8(b).

"Initial Rejection Notice Deadline" shall have the meaning set forth in Section 4.2(e).

"Initial Term Loan" shall mean the Tranche A-1 Term Loans and the Tranche A-2 Term Loans deemed to be made on the Closing Date.

"Initial Term Loan Commitment" shall mean, the Tranche A-1 Term Loan Commitment and the Tranche A-2 Term Loan Commitment. The aggregate amount of the Initial Term Loan Commitments as of the Closing Date is \$[280,000,000].

"Insolvency" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvency Proceeding" shall mean with respect to any Person, including without limitation any Lender, such Person or such Person's direct or indirect parent company (a) becomes the subject of a bankruptcy or insolvency proceeding (including any proceeding under Title 11 of the United States Code), or regulatory restrictions, (b) has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it or has called a meeting of its creditors, (c) admits in writing its inability, or be generally unable, to pay its debts as they

become due or cease operations of its present business, (d) with respect to a Lender, such Lender is unable to perform hereunder due to the application of applicable law, (e) in the good faith determination of Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment of a type described in clauses (a) or (b), provided, that an Insolvency Proceeding shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by a Governmental Authority or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person or (f) any case or proceeding constituting an Event of Default under Section 10.1(f).

"Insolvent" shall mean pertaining to a condition of Insolvency.

"Intellectual Property" shall mean all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws, including all copyrights, trademarks, and service marks, including all associated goodwill, in each case whether registered or applied for with a Governmental Authority, patents, technology, know-how and processes, trade secrets, and any trade dress including logos, designs, and other indicia of origin, internet domain names, intangible rights in software and databases not otherwise included in the foregoing, but not including any of the foregoing in the public domain. Intellectual Property includes all issuances, registrations and applications relating to any of the foregoing.

"Intercompany Note" shall mean a promissory note evidencing intercompany Indebtedness, duly executed and delivered substantially in the form of Exhibit M (or such other form as shall be reasonably satisfactory to the Administrative Agent), with blanks completed in conformity herewith.

"Intercreditor Agreement" shall mean each of the ABL/Term Loan Intercreditor Agreement and any Other Intercreditor Agreement, in each case, if then in effect.

"Interest Determination Date" shall mean, with respect to any LIBOR Loan, the second Business Day prior to the commencement of any Interest Period relating to such LIBOR Loan, as the case may be.

"Interest Period" shall have the meaning set forth in Section 2.10.

"Interest Rate Protection Agreement" shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"Inventory" means all of the "inventory" (as such term is defined in the UCC) of the Borrowers and their Subsidiaries, including, but not limited to, all merchandise, raw materials, parts, supplies, work in process and finished goods intended for sale, together with all the containers, packing, packaging, shipping and similar materials related thereto, and including

such inventory as is temporarily out of a Borrower's or a Subsidiary's custody or possession, including inventory on the premises of others and items in transit.

"Investments" shall have the meaning set forth in Section 8.6. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment and net of actual cash dividends or other payments received by the Person making such Investment on account of such Investment.

"IRS" shall mean the U.S. Internal Revenue Service.

"K&S" shall have the meaning set forth in Section 6.1(g).

"Kansas Headquarters" shall mean the real property located at 3231 SE Sixth Avenue, Topeka, Kansas.

"Latest Maturity Date" shall mean, at any date of determination, the latest maturity or expiration date applicable to any Term Loan or Term Loan Commitment at such time under this Agreement, any Incremental Amendment, Loan Modification Agreement or Refinancing Amendment.

"Leaseholds" shall mean, with respect to any Person, all the right, title and interest of such Person as lessee or licensee in, to and under leases or licenses of land, improvements and/or fixtures.

"Lender" shall mean each financial institution listed on Schedule I, and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, an Incremental Amendment, a Loan Modification Agreement or a Refinancing Amendment, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.

"Lender Default" shall mean, as to any Lender, (i) the wrongful refusal (which has not been retracted) of such Lender or the failure of such Lender (which has not been cured) to make available its portion of any Borrowing, (ii) such Lender having notified the Administrative Agent and/or any Loan Party (x) that it does not intend to comply with its obligations under Section 2.1, 2.5, 2.15 or 2.17 in circumstances where such non-compliance would constitute a breach of such Lender's obligations under such Section or (y) of the events described in clause (iii) below, or (iii) any Lender that has, or its direct or indirect parent, has (x) been adjudicated as, or determined by any Governmental Authority having regulatory authority over such person or its properties or assets to be, insolvent, or (y) become the subject of a proceeding under any Debtor Relief Law or had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or custodian (including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity), appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; provided that there shall not be a "Lender Default" with respect to a Lender solely by virtue of the ownership or acquisition of any Capital Stock in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result

in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that there shall not be a “Lender Default” with respect to a Lender shall be conclusive and binding absent manifest error, and there shall be deemed to be a “Lender Default” with respect to such Lender upon delivery of written notice of such determination by the Administrative Agent to Holdings and each other Lender.

“LIBOR Loan” shall mean each Term Loan designated as such by the Borrowing Agent at the time of the incurrence thereof or conversion thereto.

“LIBOR Rate” shall mean (a) the rate per annum determined by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the commencement of such Interest Period by reference to the applicable Bloomberg LIBOR screen page for deposits in Dollars (or such other comparable page as may, in the opinion of the Administrative Agent, replace such page for the purpose of displaying such rates) for a period equal to such Interest Period; provided that to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “LIBOR Rate” shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in Dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the beginning of such Interest Period, divided by (b) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves required by applicable law) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D); provided that the LIBOR Rate shall not be less than 1.0% per annum.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), security interest, preference, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing).

“Loan Documents” shall mean this Agreement, the Security Agreement, the ABL/Term Loan Intercreditor Agreement, the Administrative Agent Fee Letter and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Term Note, each other Security Document, each Other Intercreditor Agreement, each Incremental Amendment, each Refinancing Amendment and each Loan Modification Agreement.

“Loan Modification Agreement” shall have the meaning set forth in Section 2.16(b).

“Loan Modification Offer” shall have the meaning set forth in Section 2.16(a).

“Loan Parties” shall mean Holdings, the Borrowers and each Subsidiary Guarantor.

“Loans” means the Term Loans.

“Majority Lenders” of any Tranche shall mean those Non-Defaulting Lenders which would constitute the Required Lenders under, and as defined in, this Agreement if all outstanding Obligations of the other Tranches under this Agreement were repaid in full and all Commitments with respect thereto were terminated.

“Mandatory Prepayment Date” shall have the meaning set forth in Section 4.2(e).

“Margin Stock” shall have the meaning set forth in Regulation U of the Board.

“Material Adverse Effect” shall mean a material adverse effect on (a) the business, assets, property, operations or financial condition of Holdings and its Restricted Subsidiaries taken as a whole, (b) the ability of the Loan Parties (taken as a whole) to perform their material obligations under the Loan Documents to which they are a party or (c) the material rights and remedies available to, or conferred upon, the Administrative Agent, any Lender or any Secured Party hereunder or thereunder, taken as a whole.

“Material Indebtedness” shall have the meaning set forth in Section 7.7(b).

“Materials of Environmental Concern” shall mean any chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, any petroleum or petroleum products, asbestos, polychlorinated biphenyls, lead or lead-based paints or materials, radon, urea-formaldehyde insulation, molds, fungi, mycotoxins, radioactive materials or radiation defined or regulated under any Environmental Law.

“Maturity Date” shall mean, with respect to the relevant Tranche of Term Loans, the Tranche A-1 Term Loan Maturity Date, the Tranche A-2 Term Loan Maturity Date, the Incremental Term Loan Maturity Date, the final maturity date in any Loan Modification Agreement or the final maturity date in any Refinancing Amendment, as the case may be.

“Maximum Incremental Facilities Amount” shall mean \$[50,000,000] less the aggregate principal amount of Incremental Term Loans made pursuant to Section 2.15 of this Agreement and the aggregate principal amount of any Permitted Incremental Equivalent Debt.

“Maximum Rate” shall have the meaning set forth in Section 12.18.

“Measurement Period” shall mean, at any date of determination, the most recently completed trailing four (4) fiscal quarters of the Borrowers for which financial statements have been delivered.

“Minimum Borrowing Amount” shall mean \$2,000,000.

“Moody’s” shall mean Moody’s Investors Service, Inc.

“Mortgage” shall mean a mortgage, deed of trust, deed to secure debt, leasehold deed to secure debt, debenture or similar security instrument.

“Mortgaged Property” shall mean any Real Property owned by any Loan Party which is encumbered (or required to be encumbered) by a Mortgage pursuant to the terms hereof.

“Multiemployer Plan” shall mean a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA, which is contributed to by (or to which there is or may be an obligation to contribute of) Holdings, the Borrowing Agent or any Commonly Controlled Entity or to which Holdings, the Borrowing Agent or a Commonly Controlled Entity has any direct or indirect liability or has within any of the preceding five years made or accrued an obligation to make contributions.

“NAIC” shall mean the National Association of Insurance Commissioners.

“Net Cash Proceeds” shall mean (a) in connection with any Asset Sale, any Recovery Event or any other sale of assets, the proceeds thereof actually received in the form of cash and cash equivalents (including Cash Equivalents) (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, and other bona fide fees, costs and expenses actually incurred in connection therewith, (ii) amounts (including the principal amount, any premium, penalty or interest) required to be applied (or to establish an escrow for the future repayment thereof) to the repayment of Indebtedness (including repayments of Indebtedness under any Permitted Incremental Equivalent Debt or ABL Facility but only to the extent such repayment is required pursuant to the terms thereof) secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event or any other sale of assets (other than any Lien pursuant to a Security Document), (iii) taxes paid and the Borrowing Agent’s reasonable and good faith estimate of income, franchise, sales, and other applicable taxes required to be paid by Holdings, the Borrowing Agent or any Restricted Subsidiary in connection with such Asset Sale or Recovery Event or any other sale of assets, (iv) a reasonable reserve for any indemnification payments (fixed or contingent) attributable to the seller’s indemnities and representations and warranties to the purchaser in respect of such Asset Sale or any other sale of assets owing by Holdings or any of its Restricted Subsidiaries in connection therewith and which are reasonably expected to be required to be paid; provided that to the extent such indemnification payments are not made and are no longer reserved for, such reserve amount shall constitute Net Cash Proceeds, (v) cash escrows to Holdings or any of its Restricted Subsidiaries from the sale price for such Asset Sale or other sale of assets; provided that any cash released from such escrow shall constitute Net Cash Proceeds upon such release, (vi) in the case of a Recovery Event, costs of preparing assets for transfer upon a taking or condemnation and (vii) other customary fees and expenses actually incurred in connection therewith, and (b) in connection with any incurrence or issuance of Indebtedness or Capital Stock, the cash proceeds received from any such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other bona fide fees and expenses actually incurred in connection therewith, and any taxes paid or reasonably estimated to be actually paid in connection therewith.

“New York UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

“Non-Defaulting Lender” shall mean and include each Lender, other than a Defaulting Lender.

“Non-Guarantor Subsidiary” shall mean any Restricted Subsidiary that is not a Subsidiary Guarantor; provided, that no Restricted Subsidiary of Holdings or the Borrowing Agent shall be a “Non-Guarantor Subsidiary” if such Restricted Subsidiary is not a “Non-Guarantor Subsidiary” (or comparable term) for purposes of any Permitted Incremental Equivalent Debt or ABL Facility.

“Non-U.S. Plan” shall mean any plan, fund (including, without limitation, any superannuation fund) or other similar program established, contributed to (regardless of whether through direct contributions or through employee withholding) or maintained outside the United States by Holdings, the Borrowing Agent or one or more Subsidiaries primarily for the benefit of employees of Holdings, such Borrower or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code (other than any plan maintained or required to be contributed to by a Governmental Authority).

“Not Otherwise Applied” shall mean, with reference to any proceeds of any transaction or event or of Excess Cash Flow or the Available Amount that is proposed to be applied to a particular use or transaction, that such amount (a) was not required to prepay Term Loans pursuant to Section 4.2 and (b) has not previously been (and is not simultaneously being) applied to anything other than such particular use or transaction.

“Notice of Borrowing” shall have the meaning set forth in Section 2.3.

“Notice of Conversion/Continuation” shall have the meaning set forth in Section 2.7.

“Notice Office” shall mean the office of the Administrative Agent as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

“NRF” shall have the meaning set forth in Section 6.1(g).

“Obligations” shall mean (a) the due and punctual payment of the unpaid principal of and interest on (including interest accruing after the maturity of the Term Loans or the maturity of Secured Cash Management Obligations or Secured Swap Agreements and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrowers or any Guarantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Term Loans, and all other obligations and liabilities of the Borrowers or any other Loan Party (including with respect to guarantees) to the Administrative Agent, any Lender, any other Secured Party or any Qualified Counterparty party to a Secured Swap Agreement or a Secured Party providing Secured Cash Management Obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with,

this Agreement or any other Loan Document or any other document made, delivered or given in connection herewith or therewith or any Secured Swap Agreement or any document relating to Secured Cash Management Obligations, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrowers or any Guarantor pursuant to any Loan Document), guarantee obligations or otherwise (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrowers or any Guarantor pursuant to any Loan Document and any other monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); (b) the due and punctual performance of all other obligations of the Borrowers under or pursuant to this Agreement and each of the other Loan Documents, and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to any Loan Document. Notwithstanding anything to the contrary herein, Obligations shall not include (subject to Section 9.10) any Excluded Swap Obligation.

“OFAC” shall have the meaning set forth in Section 5.21(b)(v).

“Offer Price” shall have the meaning set forth in the definition of “Dutch Auction.”

“Open Market Purchase” shall have the meaning set forth in Section 12.4(a)(iii).

“Organizational Document” shall mean (i) relative to each Person that is a corporation, its charter and its by-laws (or similar documents), (ii) relative to each Person that is a limited liability company, its certificate of formation and its operating agreement (or similar documents), (iii) relative to each Person that is a limited partnership, its certificate of formation and its limited partnership agreement (or similar documents), (iv) relative to each Person that is a general partnership, its partnership agreement (or similar document) and (v) relative to any Person that is any other type of entity, such documents as shall be comparable to the foregoing.

“Other Borrowers” shall have the meaning set forth in Section 13.1.

“Other Connection Taxes” means, with respect to any Lender or the Administrative Agent, Taxes imposed as a result of a present or former connection between such Lender or Administrative Agent and the jurisdiction imposing such Tax (other than connections arising from such Lender or Administrative Agent having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Guarantors” shall have the meaning set forth in Section 13.2.

“Other Intercreditor Agreement” shall mean any intercreditor agreement executed in connection with any transaction requiring such agreement to be executed pursuant to the terms hereof, among the Administrative Agent, the Borrowers, the Guarantors and one or more other Representatives of Indebtedness to be subject to such intercreditor agreement or any other party, as the case may be, in the case of Indebtedness Incurred under Section 8.1(c) that is to be secured on a junior basis to the Term Loans, substantially on terms set forth on Exhibit K (except to the

extent otherwise reasonably agreed by the Borrowers and the Administrative Agent) and on such other terms that are reasonably satisfactory to the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time with the consent of the Administrative Agent (or replaced in connection with a Permitted Refinancing or incurrence of Indebtedness under Section 8.1(c)) (such consent not to be unreasonably withheld or delayed).

“Other Taxes” shall mean all present or future stamp, court or documentary, intangible recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes with respect to an assignment, other than an assignment made pursuant to Section 2.14.

“Parent Company” shall mean any direct or indirect parent company of which Holdings is a Wholly Owned Subsidiary.

“Participant” shall have the meaning set forth in Section 12.4(b).

“Participant Register” shall have the meaning set forth in Section 12.4(b).

“Patriot Act” shall mean the USA PATRIOT Act, Pub. L. 107-56 (signed into law October 26, 2001), as amended by the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (as amended from time to time).

“Payless” shall have the meaning set forth in the preamble to this Agreement.

“Payment Office” shall mean the account of the Administrative Agent as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

“PBGC” shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Perfection Certificate” shall mean the Perfection Certificate substantially in the form of Exhibit N.

“Permitted Acquisition” shall have the meaning set forth in Section 8.6(e).

“Permitted Amendment” shall mean an amendment to this Agreement and the other Loan Documents, effected in connection with a Loan Modification Offer pursuant to Section 2.16, providing for an extension of the Maturity Date applicable to the Term Loans and/or Term Loan Commitments of the Accepting Lenders and, in connection therewith, (a) an increase in the Applicable Margin with respect to the Term Loans and/or Term Loan Commitments of the Accepting Lenders and/or (b) an increase in the fees payable to, or the inclusion of new fees to be payable to, the Accepting Lenders.

“Permitted Auction Purchaser” shall mean the Borrowing Agent and Holdings.

“Permitted Holders” shall mean, collectively, each Person who owns, directly or indirectly, beneficially or of record, shares of Holdings as of the Closing Date, and such Person’s Affiliates.

“Permitted Incremental Equivalent Debt” shall mean Indebtedness issued, incurred or otherwise obtained by any Borrower and/or any Guarantor in respect of one or more series of senior unsecured notes, senior secured junior lien notes or subordinated notes (in each case issued in a public offering, Rule 144A or other private placement in lieu of the foregoing (and any Registered Equivalent Notes issued in exchange therefor)), junior lien or unsecured loans or secured or unsecured mezzanine Indebtedness that, in each case, if secured, will be secured by Liens on the Collateral on a junior priority basis with the Liens on Collateral securing the Obligations, and that are issued or made in lieu of Incremental Commitments; provided that (i) the aggregate principal amount of all Permitted Incremental Equivalent Debt at the time of issuance or incurrence shall not exceed the Maximum Incremental Facilities Amount at such time, (ii) such Permitted Incremental Equivalent Debt shall not be subject to any Guarantee by any Person other than a Loan Party, (iii) in the case of Permitted Incremental Equivalent Debt that is secured, the obligations in respect thereof shall not be secured by any Lien on any asset of any Borrower or any Restricted Subsidiary other than any asset constituting Collateral, (iv) if such Permitted Incremental Equivalent Debt is secured, such Permitted Incremental Equivalent Debt shall be subject to an applicable Other Intercreditor Agreement and (v) the terms of such Permitted Incremental Equivalent Debt do not provide for any scheduled amortization or mandatory repayment, mandatory redemption, mandatory offer to purchase or sinking fund obligation prior to the Latest Maturity Date at the time of incurrence, issuance or obtainment of such Permitted Incremental Equivalent Debt, other than customary prepayments, repurchases or redemptions of or offers to prepay, redeem or repurchase upon a change of control, unpermitted debt incurrence event, asset sale event or casualty or condemnation event, customary prepayments, redemptions or repurchases or offers to prepay, redeem or repurchase based on excess cash flow (in the case of loans) and customary acceleration rights upon an event of default.

“Permitted Incremental Equivalent Debt Documents” shall mean any document or instrument (including any guarantee, security agreement or mortgage and which may include any or all of the Loan Documents) issued or executed and delivered with respect to any Permitted Incremental Equivalent Debt by any Loan Party.

“Permitted Incremental Equivalent Debt Obligations” shall mean, if any secured Permitted Incremental Equivalent Debt has been incurred or issued and is outstanding, all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any applicable Permitted Incremental Equivalent Debt Documents, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Permitted Incremental Equivalent Debt Secured Parties” means the holders from time to time of any secured Permitted Incremental Equivalent Debt Obligations (and any Representative on their behalf).

“Permitted Refinancing” shall mean, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, except that, in the case of a Permitted Refinancing of any ABL Facility, the principal amount thereof may be increased so long as the aggregate outstandings under the ABL Facility (including the respective Permitted Refinancing) do not exceed the limitations contained in Section 8.1(b) (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or longer than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended (excluding the effects of nominal amortization in the amount of no greater than one percent per annum of the original stated principal amount of such Indebtedness on the date of Incurrence thereof), (c) at the time thereof, no Event of Default shall have occurred and be continuing, and (d) if such Indebtedness being modified, refinanced, refunded, renewed or extended is Indebtedness permitted pursuant to Section 8.1(b), (c), (e), (g), (i), (p) or (r), (i) to the extent such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders, taken as a whole, as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended (it being understood and agreed that the Indebtedness under the ABL Facility is not subordinated in right of payment to the Obligations), (ii) to the extent Liens securing such Indebtedness being modified, refinanced, refunded, renewed or extended are subordinated to, or (but only if, and to the extent, the Indebtedness being modified, refinanced, refunded, renewed or extended was secured equally and ratably with the Obligations) secured equally and ratably with, Liens securing the Obligations, the Liens, if any, securing such modification, refinancing, refunding, renewal or extension are subordinated to, or secured equally and ratably with, the Liens securing the Obligations, and the holders of such Indebtedness or the Representative acting on behalf of the holders of such Indebtedness shall have, unless the respective Permitted Refinancing is unsecured, entered into such lien subordination and/or intercreditor agreements as are consistent with those which applied to the Indebtedness being modified, refinanced, refunded, renewed or extended (with such changes as may be satisfactory to the Administrative Agent), it being understood and agreed that, as a condition precedent to the Incurrence of any secured Permitted Refinancing (I) of any Indebtedness pursuant to the ABL Facility, a representative on behalf of the holders of such Indebtedness shall have become party by joinder to the ABL/Term Loan Intercreditor Agreement and (II) of any Indebtedness pursuant to Section 8.1(c) which is being secured by the collateral on a subordinated basis to, the Liens securing the Obligations, a Representative on behalf of the respective holders of such Indebtedness (i) shall have become party by joinder to the ABL/Term Loan Intercreditor Agreement (if same is then in effect) and

(ii) shall have become party to an Other Intercreditor Agreement in substantially the form as applied to the Indebtedness being modified, refinanced, refunded, renewed or extended), in each case with the forgoing to be reasonably satisfactory to the Administrative Agent and reflecting priorities of Liens consistent with the Liens in place prior to the date of such Permitted Refinancings (or, to the extent requested by the Borrowers, providing for more junior treatment of the Liens securing such modification, refinancing, refunding, renewal or extension), (iii) such Indebtedness may not have guarantors, obligors or security in any case more extensive than that which applied to such Indebtedness being extended, refinanced, renewed, replacement or refunding and (iv) the other terms and conditions of such Indebtedness (excluding pricing, fees, rate floors, premiums, optional prepayment or optional redemption provisions and financial covenants) are (I) in the case of any Permitted Refinancing of any ABL Facility, terms and conditions that would not have been prohibited by the ABL/Term Loan Intercreditor Agreement if such Permitted Refinancing had been effected through an amendment or modification to the ABL Facility and (II) either (a) substantially identical to the Indebtedness being refinanced, (b) (taken as a whole) not materially more favorable to the providers of such Permitted Refinancing than those applicable to the Indebtedness being refinanced or (c) on market terms and conditions customary for Indebtedness of the type being Incurred pursuant to such Permitted Refinancing as of the time of Incurrence of such Indebtedness; provided that in the case of Permitted Refinancings of Indebtedness Incurred under Section 8.1(c), the terms of such Indebtedness comply with the requirements set forth in Section 8.1(c)(II), except in each case for covenants or other provisions contained in such Indebtedness that are applicable only after the then Latest Maturity Date; provided that a certificate of an Authorized Officer delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowing Agent has determined in good faith that such terms and conditions satisfy the requirement of this clause (iv) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies the Borrowing Agent within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees)).

“Permitted Sale Leaseback Transactions” shall mean the Sale Leaseback Transactions of the Real Property set forth on Schedule 5.19.

“Person” shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any Governmental Authority.

“Petition Date” shall have the meaning assigned to such term in the recitals to this Agreement.

“Plan” shall mean, at a particular time, an “employee benefit plan” as defined in Section 3 of ERISA (other than a Multiemployer Plan) and in respect of which the Borrowing Agent or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” shall mean that certain Fourth Amended Joint Plan of Reorganization of Payless Holdings LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated June 23, 2017.

“Platform” shall have the meaning set forth in Section 7.2(a).

“Prepetition First Lien Credit Agreement” shall have the meaning assigned to such term in the recitals to this Agreement.

“Prepetition First Lien Interest” shall have the meaning assigned to such term in Section 2.1(b).

“Prepetition First Lien Term Lender” shall mean the lenders under the Prepetition First Lien Credit Agreement.

“Prepetition First Lien Term Loans” shall have the meaning assigned to such term in Section 2.1(b).

“Prime Lending Rate” shall mean the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent).

“Private Lender Information” shall mean any information and documentation that is not Public Lender Information.

“Pro Forma Basis” shall mean, for the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a “Reference Period”), (i) if at any time since the beginning of such Reference Period, Holdings or any Restricted Subsidiary shall have Disposed of any assets or other property, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the assets or property that are the subject of such Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period (provided that this clause (i) does not, in the sole discretion of the Borrowing Agent, need to be taken into account for purposes of calculating Consolidated EBITDA until such time as the aggregate amount of all such Dispositions exceed \$10,000,000 during the applicable Reference Period, after which this clause (i) shall apply to the Disposition that causes such aggregate amount to exceed \$10,000,000 and to all subsequent Dispositions that occurred during such Reference Period) and (ii) if since the beginning of such Reference Period Holdings or any Restricted Subsidiary shall have made an acquisition of assets constituting at least a division of a business unit of, or all or substantially all of the assets of, any Person, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto (together with all transactions relating thereto consummated during such period or thereafter and prior to the date of determination (including any Incurrence, assumption, refinancing or repayment of Indebtedness)) as if such acquisition of assets constituting at least a division of a

business unit of, or all or substantially all of the assets of, any Person, occurred on the first day of such Reference Period and taking into account, in each such case, pro forma adjustments arising out of events that are directly attributable to a specific transaction and reasonably expected by Borrowing Agent in good faith to result, which are factually supportable and are expected to have a continuing impact, which pro forma adjustments shall be certified by the chief financial officer, treasurer, controller or comptroller of Holdings.

“Pro Forma Financial Information” shall have the meaning set forth in Section 5.1(a).

“Properties” shall have the meaning set forth in Section 5.17(a).

“Public Lender Information” shall mean information and documentation that is either exclusively (i) of a type that would be publicly available if the Borrowing Agent, Holdings and their respective Subsidiaries were public reporting companies or (ii) not material with respect to any of the Borrowing Agent, Holdings or any of their respective Subsidiaries or any of their respective securities for purposes of foreign, United States Federal and state securities laws.

“Public Offering” shall mean an initial underwritten public offering of the common Capital Stock pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (other than a registration statement on Form S-8 or any successor form).

“Puerto Rican Loan Party” means [Payless ShoeSource of Puerto Rico, Inc., a [●] corporation].⁵

“Purchase” shall have the meaning set forth in the definition of “Dutch Auction.”

“Purchase Notice” shall have the meaning set forth in the definition of “Dutch Auction.”

“Purchaser” shall have the meaning set forth in the definition of “Dutch Auction.”

“Qualified Capital Stock” shall mean any Capital Stock that is not Disqualified Capital Stock.

“Qualified Counterparty” shall mean, with respect to any Secured Swap Agreement, any counterparty thereto that, at the time such Secured Swap Agreement was entered into or, in the case of Secured Swap Agreements entered into prior to the Closing Date, as of the Closing Date or in connection with the initial syndication of the Term Loans, was the Administrative Agent or a Lender at such time or an Affiliate of the Administrative Agent or a Lender at such time.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

⁵ Puerto Rican related provisions to be added to the Credit Agreement, if applicable.

“Qualified Public Offering” shall mean the issuance by Holdings or any Parent Company of all its common Capital Stock pursuant to a Public Offering.

“Qualifying Lenders” shall have the meaning set forth in the definition of “Dutch Auction.”

“Qualifying Loans” shall have the meaning set forth in the definition of “Dutch Auction.”

“Quarterly Payment Date” shall mean the last Business Day of each April, July, October and January occurring after the Closing Date.

“Real Property” shall mean, with respect to any Person, all the right, title and interest of such Person in and to land, improvements and fixtures, including Leaseholds.

“Recovery Event” shall mean any settlement of or payment in excess of an amount equal to \$1,000,000 in respect of any property or casualty insurance (excluding business interruption insurance) claim or any condemnation, eminent domain or similar proceeding relating to any asset of Holdings or any of its Restricted Subsidiaries.

“Reference Period” shall have the meaning set forth in the definition of Pro Forma Basis.

“Refinance” shall mean, in respect of any Indebtedness, to refinance, redeem, defease, refund, extend, renew or repay any Indebtedness with the proceeds of other Indebtedness, or to issue other Indebtedness, in exchange or replacement for, or convert any Indebtedness into any other, such Indebtedness in whole or in part; “Refinanced” and “Refinancing” shall have correlative meanings.

“Refinanced Debt” shall have the meaning set forth in the definition of Credit Agreement Refinancing Indebtedness.

“Refinancing Amendment” shall mean an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrowing Agent executed by each of (a) the Borrowing Agent, (b) the Administrative Agent and (c) each Additional Lender and Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.17.

“Refinancing Series” shall mean all Refinancing Term Loans or Refinancing Term Commitments that are established pursuant to the same Refinancing Amendment (or any subsequent Refinancing Amendment to the extent such Refinancing Amendment expressly provides that the Refinancing Term Loans or Refinancing Term Commitments provided for therein are intended to be a part of any previously established Refinancing Series) and that provide for the same interest margins and amortization schedule.

“Refinancing Term Commitments” shall mean one or more term loan commitments hereunder that fund Refinancing Term Loans of the applicable Refinancing Series hereunder pursuant to a Refinancing Amendment.

“Refinancing Term Loans” shall mean one or more term loans hereunder that result from a Refinancing Amendment.

“Refund” shall have the meaning set forth in Section 4.4(f).

“Register” shall have the meaning set forth in Section 12.15.

“Registered Equivalent Notes” shall mean, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act, substantially identical notes (having the same Guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

“Regulation D” shall mean Regulation D of the Board.

“Related Party” shall have the meaning set forth in Section 10.1(i).

“Release” shall mean disposing, discharging, injecting, spilling, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping, or migrating into, through or upon the environment, including any land or water or air.

“Relevant Payment” shall have the meaning set forth in Section 9.9.

“Rejection Notice” shall have the meaning set forth in Section 4.2(e).

“Remaining Declined Proceeds” shall have the meaning set forth in Section 4.2(e).

“Reorganization” shall mean, with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Replaced Lender” shall have the meaning set forth in Section 2.14.

“Replacement Lender” shall have the meaning set forth in Section 2.14.

“Reply Amount” shall have the meaning set forth in the definition of “Dutch Auction.”

“Reportable Event” shall mean any of the events set forth in Section 4043(c) of ERISA with respect to a Plan, other than those events as to which the thirty day notice period is waived by regulation.

“Representative” shall mean, with respect to any series of Indebtedness permitted under Section 8.1(b), (c) or (d), the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, Incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

“Required Lenders” shall mean, at any time, Non-Defaulting Lenders holding at least a majority (over 50%) of the sum of all outstanding Term Loans.

“Requirement of Law” shall mean, with respect to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted” shall mean, when referring to cash or Cash Equivalents of Holdings and its Restricted Subsidiaries, that such cash or Cash Equivalents (i) appear (or would be required to appear) as “restricted” on the consolidated balance sheet of Holdings (unless such appearance is related to the Liens created under the Loan Documents, any Permitted Incremental Equivalent Debt or ABL Facility Documents to the extent permitted hereunder), (ii) are subject to any Lien in favor of any Person other than (w) the Collateral Agent for the benefit of the Secured Parties, (x) Liens in favor of any Permitted Incremental Equivalent Secured Parties created under the Permitted Incremental Equivalent Debt Documents, (y) Liens in favor of the ABL Agent created under the ABL Facility Documents, and (z) customary Liens in favor of a depository bank (in its capacity as a depository bank) to the extent permitted pursuant to Section 8.2(v) or (iii) are identifiable proceeds of Incremental Term Loans.

“Restricted Payments” shall have the meaning set forth in Section 8.5.

“Restricted Subsidiary” shall mean any Subsidiary of Holdings (other than any Unrestricted Subsidiary). For the avoidance of doubt, each Borrower shall at all times constitute a Restricted Subsidiary.

“Retained Excess Cash Flow Amount” shall mean, initially, \$0, which amount shall be increased on each Excess Cash Flow Application Date, so long as Excess Cash Flow for the required Excess Cash Flow Period is greater than \$0 and any payment required pursuant to Section 4.2(b) has been made on such date, by an amount (to the extent positive) equal to the remainder of (A) the amount of Excess Cash Flow for the respective Excess Cash Flow Period minus (B) the applicable ECF Percentage of Excess Cash Flow for the respective Excess Cash Flow Period minus (C) the aggregate amount of payments made in connection with the purchase of Term Loans Cancelled pursuant to Section 12.4).

“Return Bid” shall have the meaning set forth in the definition of “Dutch Auction.”

“S&P” shall mean Standard & Poor’s Ratings Services, a division of McGraw-Hill, Inc.

“Sale Leaseback Transaction” shall mean any arrangement with any Person or Persons, whereby in contemporaneous or substantially contemporaneous transactions a Loan Party sells substantially all of its right, title and interest in any property and, in connection therewith, a Loan Party acquires, leases or licenses back the right to use all or a material portion of such property.

“Sanctions” shall have the meaning set forth in Section 5.21(b)(v).

“SEC” shall mean the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Secured Cash Management Agreement” shall have the meaning set forth in Section 12.19.

“Secured Cash Management Obligations” shall mean the Cash Management Obligations with respect to any Secured Cash Management Agreement.

“Secured Parties” shall mean the collective reference to the Administrative Agent, the Lenders, any Qualified Counterparties and the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender providing Secured Cash Management Obligations.

“Secured Swap Agreement” shall have the meaning set forth in Section 12.19.

“Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Security Agreement” shall mean the Security Agreement in the form of Exhibit E, as modified, supplemented, amended, restated (including any amendment and restatement thereof), extended or renewed from time to time in accordance with the terms thereof and hereof.

“Security Document” shall mean and include each of the Security Agreement, each Mortgage and, after the execution and delivery thereof, each Additional Security Document and each Intercreditor Agreement.

“Significant Event of Default” shall mean an Event of Default under Section 10.1(a) or (f).

“Significant Restricted Subsidiary” shall mean, at any date of determination, each Restricted Subsidiary or group of Restricted Subsidiaries of the Borrowing Agent (a) whose GAAP value of total assets at the last day of the most recent fiscal period for which financial statements have been delivered were equal to or greater than 3.0% of the Consolidated Total Assets at such date, (b) whose gross revenues for the most recently completed period of four fiscal quarters for which financial statements have been delivered were equal to or greater than 3.0% of the consolidated gross revenues of Holdings and its Restricted Subsidiaries for such period, in each case, determined in accordance with GAAP (it being understood that such calculations shall be determined in the aggregate for all Restricted Subsidiaries of the Borrowing Agent subject to any of the events specified in Section 10.1(f)) and (c) each member of the Borrower Group (other than the Borrowing Agent).

“Single Employer Plan” shall mean any Plan that is covered by Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, other than a Multiemployer Plan, that is maintained or contributed to by Holdings, the Borrowing Agent or any Commonly Controlled Entity or to which Holdings, the Borrowing Agent or a Commonly Controlled Entity has any direct or indirect liability or could have liability under Section 4069 of ERISA in the event that such plan has been or were to be terminated.

“Sole Purpose Parent Company” shall mean a Parent Company that engages in no business or activity other than its ownership of the capital stock of Holdings or a Wholly Owned Subsidiary of such Parent Company which is itself a Sole Purpose Parent Company; provided that a Parent Company shall not constitute a Sole Purpose Parent Company if it directly or indirectly owns equity interests in any Person which is not (x) Holdings and, indirectly through Holdings, Subsidiaries of Holdings and/or (y) one or more Sole Purpose Parent Companies.

“Solvent” shall mean, with respect to any Person and its Subsidiaries on a consolidated basis, that as of any date of determination, (i) the fair value of the assets, including contingent assets) of such Person and its Subsidiaries, on a consolidated basis, is greater than the total amount of liabilities, including contingent liabilities, of the such Person and its Subsidiaries, on a consolidated basis; (ii) the present fair saleable value of the assets of such Person and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liability of such Person and its Subsidiaries, on a consolidated basis, on their debts and liabilities as they become absolute and matured; (iii) such Person and its Subsidiaries, on a consolidated basis, are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which such Person’s and its Subsidiaries’ assets, on a consolidated basis, would constitute unreasonably small capital after giving due consideration to the prevailing practices in the industry in which such Person is engaged; and (iv) such Person and its Subsidiaries do not intend to, and do not believe that they will, incur debts or liabilities, on a consolidated basis, beyond their ability to pay such debts and liabilities as they mature. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Specified Class” shall have the meaning set forth in Section 2.16(a).

“Specified Equity Contribution” shall have the meaning set forth in Section 10.4.

“Store” means any retail store (which may include any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by any Loan Party.

“Subordinated Indebtedness” shall mean, with respect to the Obligations, any Indebtedness of the Borrowers or any Guarantor which is by its terms subordinated in the right of payment to the Obligations (including, in the case of a Guarantor, Obligations of such Guarantor under its Guarantee).

“Subsidiary” shall mean, with respect to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other Capital Stock having ordinary voting power (other than stock or such other Capital Stock having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of Holdings, but shall exclude Unrestricted Subsidiaries.

“Subsidiary Designation” shall have the meaning set forth in Section 7.11.

“Subsidiary Guarantor” shall mean (x) each Wholly Owned Domestic Subsidiary of Holdings (other than (i) the Borrowers, (ii) any Unrestricted Subsidiaries, (iii) any CFC Holdco, (iv) any direct or indirect Domestic Subsidiary of a Foreign Subsidiary, (v) any Subsidiary which

is a corporation which is exempt from U.S. federal income tax described in Section 501(c) of the Code, (vi) any Subsidiary of a Borrower acquired or formed after the Closing Date in an Investment permitted under this Agreement which, at the time of such acquisition, is not a Wholly Owned Subsidiary; provided that such Subsidiary shall become a Subsidiary Guarantor at the time such Subsidiary becomes a Wholly Owned Domestic Subsidiary and (vii) any Immaterial Subsidiary that has not entered into a Guarantee) and each other Domestic Subsidiary designated by the Borrowing Agent, in each case, whether existing on the Closing Date or established, created or acquired after the Closing Date, unless and until such time as the respective Subsidiary is released from all of its obligations in accordance with the terms and provisions of this Agreement; provided, that “Subsidiary Guarantor” shall not include (i) any Subsidiary prohibited from guaranteeing the Term Facility (x) by applicable law, rule or regulation existing on the Closing Date or (y) by applicable law, rule, regulation or by any contractual obligation existing at the time of acquisition of such Subsidiary after the Closing Date, for so long as such prohibition exists, (ii) any Subsidiary which would require governmental or regulatory consent, approval, license or authorization to provide a guarantee, unless such consent, approval, license or authorization has been received, and (iii) any Subsidiary where the cost of providing such guarantee is excessive in relation to the value afforded thereby (as reasonably determined by the Borrowing Agent and the Administrative Agent), (y) each Canadian Loan Party, and (z) the Puerto Rican Loan Party, it being understood and agreed that if a Subsidiary executes this Agreement as a “Subsidiary Guarantor” then it shall constitute a “Subsidiary Guarantor”; provided further, notwithstanding the above, no Subsidiary shall be excluded as a “Subsidiary Guarantor” if such Subsidiary enters into, or is required to enter into, a guarantee (or becomes, or is required to become, a borrower or other obligor under) of any Permitted Incremental Equivalent Debt or the ABL Facility.

“Swap Agreement” shall mean any agreement with respect to any swap, cap, collar, hedge, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (including, without limitation, any Interest Rate Protection Agreement).

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Agreement, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Agreement, (a) for any date on or after the date such Swap Agreement have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Agreement (which may include a Lender or any Affiliate of a Lender).

“Synthetic Lease Obligation” shall mean the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease.

“Taxes” shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term DIP Credit Agreement” shall have the meaning assigned to such term in the recitals to this Agreement.

“Term DIP Lender” shall mean the lenders under the Term DIP Credit Agreement.

“Term DIP Loans” shall have the meaning assigned to such term in Section 2.1(a).

“Term Facility” shall mean any Tranche of Term Loans, as the context may require.

“Term Loan” shall mean any loan made or maintained by any Lender pursuant to this Agreement, including, without limitation, the Tranche A-1 Term Loan and the Tranche A-2 Term Loan.

“Term Loan Commitment” shall mean, for each Lender, (i) the Tranche A-1 Term Loan Commitments, (ii) the Tranche A-2 Term Loan Commitments, (iii) the Incremental Term Loan Commitments, if any, issued after the Closing Date pursuant to Section 2.15 or (iv) the Refinancing Term Commitments, if any, issued after the Closing Date pursuant to Section 2.17, as each may be modified pursuant to Section 2.16 or terminated pursuant to Sections 3.2, 6.1(b) and/or 10. The aggregate amount of the Term Loan Commitments as of the Closing Date is \$[280,000,000].

“Term Loan Purchase Amount” shall have the meaning set forth in the definition of “Dutch Auction.”

“Term Note” shall have the meaning set forth in Section 2.6(a).

“Term Priority Collateral” shall have the meaning set forth in the ABL/Term Loan Intercreditor Agreement, whether or not the same remains in full force and effect.

“Termination Date” the first date on which each of the following conditions are satisfied:

(a) the full cash payment of the Obligations under the Loan Documents (other than unasserted contingent indemnification obligations);

(b) the termination or expiration of all Term Loan Commitments; and

(c) the full cash payment of the Obligations under the Secured Swap Agreements, to the extent due and payable or that would be due and payable pursuant to the Secured Swap Agreement upon the release of the pledge and security interests granted under the Security Documents (other than any Obligations relating to Swap Agreements that, at such time, are allowed by the applicable provider of such Swap Agreements to remain outstanding without being required to be repaid).

“Total Assets” shall mean the total amount of all assets of Holdings and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the Borrowing Agent.

“Total Initial Term Loan Commitment” shall mean, at any time, the sum of the Initial Term Loan Commitments of each of the Lenders at such time.

“Total Leverage Ratio” shall mean, as of any date of determination, the ratio of (a) the excess of (i) Consolidated Total Debt as at such date (after giving effect to any Incurrence, repayment, repurchase, redemption, defeasance, retirement or discharge of Indebtedness on such date) over (ii) an amount equal to the Unrestricted cash and Cash Equivalents of Holdings and the other Loan Parties to (b) Consolidated EBITDA, calculated on a Pro Forma Basis, for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which financial statements have been made available (or were required to be made available) pursuant to Section 6.1(g), 7.1(a), or 7.1(b).

“Total Term Loan Commitment” shall mean, at any time, the sum of the Term Loan Commitments of each of the Lenders at such time.

“Tranche” shall mean the respective facility and commitments utilized in making Term Loans hereunder, with there being two Tranches on the Closing Date, i.e., the Tranche A-1 Term Loans and Tranche A-2 Term Loans. Additional Tranches may be added after the Closing Date pursuant to Section 2.15, 2.16 or 2.17.

“Tranche A-1 Fee Letter” shall mean the fee letter date [], 2017, among the Loan Parties and the Tranche A-1 Term Lenders.

“Tranche A-1 Term Lenders” shall mean any Lenders or other Secured Parties holding Tranche A-1 Term Loan Obligations.

“Tranche A-1 Term Loan” shall mean the term loans made (or deemed made) by the Tranche A-1 Term Lenders to the Borrowers pursuant to Section 2.1(a).

“Tranche A-1 Term Loan Commitment” shall mean, with respect to each Lender, the commitment of such Lender to deem to make Tranche A-1 Term Loans hereunder as set forth on Schedule I, or in the Assignment and Acceptance pursuant to which such Lender assumed its Tranche A-1 Term Loan Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 3.2 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 12.4. The aggregate amount of the Tranche A-1 Term Loan Commitments as of the Closing Date is \$[80,000,000].

“Tranche A-1 Term Loan Maturity Date” shall mean [____], 2022.⁶

“Tranche A-1 Term Loan Obligations” shall mean the principal balance of the Tranche A-1 Term Loans and all interest, fees, costs, indemnities and other charges in respect of the foregoing, including all such amounts that accrue from and after the commencement of an

⁶ NTD: Four and a half year anniversary of the Closing Date.

Insolvency Proceeding, whether or not such amounts are allowed or allowable in such Insolvency Proceeding.

“Tranche A-2 Term Lenders” shall mean any Lenders or other Secured Parties holding Tranche A-2 Term Loan Obligations.

“Tranche A-2 Term Loan” shall mean the term loans made (or deemed made) by the Lenders to the Borrowers pursuant to Section 2.1(b).

“Tranche A-2 Term Loan Commitment” shall mean, with respect to each Lender, the commitment of such Lender to deem to make Tranche A-2 Term Loans hereunder as set forth on Schedule I, or in the Assignment and Acceptance pursuant to which such Lender assumed its Tranche A-2 Term Loan Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 3.2 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 12.4. The aggregate amount of the Tranche A-2 Term Loan Commitments as of the Closing Date is \$[200,000,000].

“Tranche A-2 Term Loan Maturity Date” shall mean July [____], 2022.⁷

“Tranche A-2 Term Loan Obligations” shall mean the principal balance of the Tranche A-2 Term Loans and all interest, fees, costs, indemnities and other charges in respect of the foregoing, including all such amounts that accrue from and after the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in such Insolvency Proceeding.

“Transaction” shall mean, collectively, (a) the entry into the Loan Documents, (b) the consummation of the other transactions contemplated by the Plan of Reorganization, and (c) the payment of all fees, costs and expenses associated with the foregoing.

“Type” shall mean the type of Term Loan determined with regard to the interest option applicable thereto, i.e., whether a Base Rate Loan or a LIBOR Loan.

“UCC” shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

“United States” and “U.S.” shall each mean the United States of America.

“Unrestricted” shall mean, when referring to cash or Cash Equivalents, that such cash or Cash Equivalents are not Restricted.

“Unrestricted Subsidiary” shall mean

(a) any Subsidiary of the Borrowing Agent designated by the board of directors of the Borrowing Agent as an Unrestricted Subsidiary pursuant to Section 7.11 subsequent to the Closing Date but only to the extent that such Subsidiary:

⁷ NTD: Fifth anniversary of the Closing Date.

(i) is not party to any agreement, contract, arrangement or understanding with the Borrowing Agent or any Restricted Subsidiary of the Borrowing Agent unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Borrowing Agent or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Borrowing Agent;

(ii) is a Person with respect to which neither the Borrowing Agent nor any of its Restricted Subsidiaries has any direct or indirect obligation (I) to subscribe for additional Capital Stock or (II) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(iii) has not guaranteed or otherwise directly or indirectly provided credit support for any then outstanding Indebtedness of Holdings or any of its Restricted Subsidiaries; and

(b) any Subsidiary of an Unrestricted Subsidiary.

"U.S. Tax Compliance Certificate" shall have the meaning set forth in Section 4.4(e).

"Weighted Average Life to Maturity" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Domestic Subsidiary" shall mean, with respect to any Person, any Wholly Owned Subsidiary of such Person which is a Domestic Subsidiary.

"Wholly Owned Subsidiary" shall mean, with respect to any Person, (i) any corporation 100% of whose Capital Stock is at the time owned by such Person and/or one or more Wholly Owned Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Wholly Owned Subsidiaries of such Person has a 100% equity interest at such time (other than, in the case of a Foreign Subsidiary of the Borrowing Agent with respect to the preceding clauses (i) and (ii), director's qualifying shares and/or other nominal amount of shares required to be held by Persons other than the Borrowing Agent and its Subsidiaries under applicable law).

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Write-Down and Conversion Powers" shall mean, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Other Interpretive Provisions. Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms not defined in Section 1.1 shall have the respective meanings given to them under GAAP (but subject to the terms of Section 12.7), (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) unless the context otherwise requires, the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (iv) the word “will” shall be construed to have the same meaning and effect as the word “shall,” and (v) unless the context otherwise requires, any reference herein (A) to any Person shall be construed to include such Person’s successors and assigns and (B) to Holdings, the Borrowing Agent or any other Loan Party shall be construed to include Holdings, the Borrowing Agent or such Loan Party as debtor and debtor-in-possession and any receiver or trustee for Holdings, the Borrowing Agent or any other Loan Party, as the case may be, in any insolvency or liquidation proceeding.

(c) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Notwithstanding anything herein or any other Loan Document to the contrary, whenever any document, agreement or other item is required by any Loan Document to be delivered on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day.

(f) Any reference herein and in the other Loan Documents to the “payment in full” of the Obligations and words of similar import shall mean the payment in full of the Obligations, other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations.

(g) Unless otherwise expressly provided herein, (a) references to organization documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, refinancings, restatements, renewals, restructurings, extensions, supplements and other modifications thereto, but only to the extent that such amendments, refinancings, restatements, renewals, restructurings, extensions, supplements and other modifications are not prohibited by the Loan Documents; and (b) references to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

1.3 Joint and Severability of the Borrower Group.

(a) In order to induce the Lenders to extend credit hereunder, the Borrowers agree that they will be jointly and severally liable for all the Obligations, including the principal of and interest on all Loans made to any Borrower. Each member of the Borrower Group further agrees that the due and punctual payment of the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound hereunder notwithstanding any such extension or renewal of any Obligation.

(b) Each member of the Borrower Group waives presentment to, demand of payment from and protest to any other member of the Borrower Group of any of the Obligations, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The Obligations of any Borrower hereunder shall not be affected by (i) the failure of any Lender or the Administrative Agent to assert any claim or demand or to enforce or exercise any right or remedy against any member of the Borrower Group under the provisions of this Agreement or otherwise or (ii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Agreement or any other agreement (other than the payment in full in cash of all the Obligations and except to the extent that such Obligations have been explicitly modified pursuant to an amendment or waiver that has become effective in accordance with the terms of this Agreement.

(c) Each member of the Borrower Group further agrees that its agreement under this Section 1.3 constitutes a promise of payment when due (whether or not any bankruptcy or similar proceeding shall have stayed the accrual or collection of any of the Obligations or operated as a discharge thereof) and not of collection, and waives any right to require that any resort be had by any Lender or the Administrative Agent to any balance of any deposit account or credit on the books of such Lender or the Administrative Agent in favor of any member of the Borrower Group or any other Person.

(d) The obligations of each member of the Borrower Group under this Section 1.3 shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, by reason of the invalidity, illegality or unenforceability of the Obligations, any impossibility in the performance of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of the member of the Borrower Group under this Section 1.3 shall not be discharged or impaired or otherwise affected by (i) the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy under this Agreement or any other agreement, (ii) any waiver or modification in respect of any thereof, (iii) any default, failure or delay, willful or otherwise, in the performance of any of the Obligations or (iv) any other act or omission that may or might in any manner or to any extent vary the risk of such member of the Borrower Group or otherwise operate as a discharge of such member of the Borrower Group or any member of the Borrower Group as a matter of law or equity.

(e) Each member of the Borrower Group further agrees that its obligations under this Section 1.3 shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored

by the Administrative Agent or any Lender upon the bankruptcy or reorganization of any other member of the Borrower Group or otherwise.

(f) In furtherance of the foregoing and not in limitation of any other right which the Administrative Agent or any Lender may have at law or in equity against any member of the Borrower Group by virtue of this Section 1.3, upon the failure of any other member of the Borrower Group to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each member of the Borrower Group hereby promises to and will, upon receipt of written demand by the Administrative Agent, forthwith pay, or cause to be paid, in cash the amount of such unpaid Obligation.

(g) If by virtue of the provisions set forth herein, any member of the Borrower Group is required to pay and shall pay Obligations of another member of the Borrower Group, all rights of such member of the Borrower Group against such other member of the Borrower Group arising as a result thereof by way of right of subrogation, right of contribution or otherwise shall in all respects be subordinated and junior in right of payment to the prior payment in full of all the Obligations, and any of these rights among members of the Borrower Group shall not be due or paid until all Obligations shall have been paid in full.

SECTION 2. AMOUNT AND TERMS OF CREDIT.

2.1 The Initial Term Loans.

(a) Tranche A-1 Term Loan. Each of Holdings, the Borrowers, the other Loan Parties, each Term DIP Lender party to this Agreement as a Tranche A-1 Term Lender on the date hereof and Cortland, as administrative agent under the Term DIP Credit Agreement and as Administrative Agent hereunder hereby confirms and acknowledges that (i) each such Tranche A-1 Term Lender has heretofore made Term DIP Loans (as defined under the Term DIP Credit Agreement) under the Term DIP Credit Agreement in principal amounts set forth next to such Tranche A-1 Term Lender's name on Schedule I hereto (collectively, the "Term DIP Loans"), (ii) the aggregate outstanding principal amount of all Term DIP Loans is \$80,000,000 on the Closing Date and (iii) such Term DIP Loans are due and owing to the Tranche A-1 Term Lenders and are not subject to any offset, counterclaims or defenses of any kind or nature. Subject to and upon the terms and conditions set forth herein and relying upon the representations and warranties herein set forth, after giving effect to the Plan of Reorganization and Confirmation Order, (x) each Lender holding a Tranche A-1 Term Loan Commitment shall be deemed to have made a Term Loan to the Borrowers on the Closing Date in an aggregate principal amount equal to its Tranche A-1 Term Loan Commitment listed opposite its name on Schedule I hereto and (y) the principal amount of the Term DIP Loans shall be deemed to be term loans outstanding hereunder as Tranche A-1 Term Loans, such that the aggregate outstanding principal amount of all Tranche A-1 Term Loans shall be \$80,000,000 as of the Closing Date. Notwithstanding that no cash consideration is exchanged, each of the Loan Parties, the Administrative Agent and each Term DIP Lender party to this Agreement acknowledge and agree that the Borrowers shall owe the aggregate amount of the Tranche A-1 Term Loans to the Tranche A-1 Lenders under this Agreement and not under the Term DIP Credit Agreement.

(b) Tranche A-2 Term Loan. Each of Holdings, the Borrowers, the other Loan Parties, each Prepetition First Lien Term Lender party to this Agreement as a Tranche A-2 Term Lender on the date hereof and Cortland, as administrative agent under the Prepetition First Lien Credit Agreement and as Administrative Agent hereunder hereby confirms and acknowledges that (i) each such Tranche A-2 Term Lender has heretofore made Term Loans (as defined under the Prepetition First Lien Credit Agreement) under the Prepetition First Lien Credit Agreement in principal amounts set forth next to such Tranche A-2 Term Lender's name on Schedule I hereto (collectively, the "Prepetition First Lien Term Loans"), (ii) the aggregate outstanding principal amount of all Prepetition First Lien Term Loans is \$[_____] on the Closing Date, together with accrued and unpaid interest thereon in an amount equal to \$[_____] ("Prepetition First Lien Interest") and (iii) such Prepetition First Lien Term Loans and Prepetition First Lien Interest are due and owing to the Tranche A-2 Term Lenders and are not subject to any offset, counterclaims or defenses of any kind or nature. Subject to and upon the terms and conditions set forth herein and relying upon the representations and warranties herein set forth, after giving effect to the Plan of Reorganization and Confirmation Order, (x) each Lender holding a Tranche A-2 Term Loan Commitment shall be deemed to have made a Term Loan to the Borrowers on the Closing Date in an aggregate principal amount equal to its Tranche A-2 Term Loan Commitment listed opposite its name on Schedule I hereto and (y) a portion of the principal amount of the Prepetition First Lien Term Loans and the Prepetition First Lien Interest shall be deemed to be term loans outstanding hereunder as Tranche A-2 Term Loans, such that the aggregate outstanding principal amount of all Tranche A-2 Term Loans shall be \$200,000,000 on the Closing Date. Notwithstanding that no cash consideration is exchanged, each of the Loan Parties, the Administrative Agent and each Prepetition First Lien Term Lender party to this Agreement acknowledge and agree that the Borrowers shall owe the aggregate amount of the Tranche A-2 Term Loans to the Tranche A-2 Lenders under this Agreement and not under the Prepetition First Lien Credit Agreement.

(c) Subject to and upon the terms and conditions set forth herein, each Lender that shall be deemed to have made an Initial Term Loan pursuant to clauses (a) or (b) of this Section 2.1 severally agrees that each of the Initial Term Loans (i) shall be incurred pursuant to a single drawing for each such Tranche on the Closing Date, (ii) shall be denominated in Dollars, (iii) except as hereinafter provided, shall, at the option of the Borrower Agent, be incurred and maintained as, and/or converted into, Base Rate Loans or LIBOR Loans, comprising the same Borrowing shall at all times be of the same Type, and (iv) shall be made by each such Lender in that aggregate principal amount which does not exceed the Initial Term Loan Commitment of such Lender on the Closing Date. Once repaid, Term Loans incurred hereunder may not be reborrowed.

(d) After the Closing Date, subject to and upon the terms and conditions set forth herein and in the Incremental Amendment or Refinancing Amendment applicable to the Tranche of Term Loans then being made pursuant to this clause (d), each Lender with a Term Loan Commitment with respect to such Tranche of Term Loans (other than an Initial Term Loan Commitment) severally agrees to make a Term Loan under such Tranche to the Borrowing Agent, which Term Loans under such Tranche (i) shall be incurred pursuant to a single drawing on date set forth for such incurrence in the Incremental Amendment or Refinancing Amendment, as the case may be, (ii) shall be denominated in Dollars, (iii) except as hereinafter provided, shall, at the option of the Borrowing Agent, be incurred and maintained as, and/or converted into,

Base Rate Loans or LIBOR Loans, provided that except as otherwise specifically provided in Section 2.11(b), all Term Loans under a Tranche comprising the same Borrowing shall at all times be of the same Type, and (iv) shall be made by each such Lender in that aggregate principal amount which does not exceed the Term Loan Commitment under such Tranche of such Lender on the date of incurrence thereof. Once repaid, Term Loans incurred hereunder may not be reborrowed.

2.2 Minimum Amount of Each Borrowing. The aggregate principal amount of each Borrowing of Term Loans shall not be less than the Minimum Borrowing Amount (unless the amount available to be borrowed at the time of such Borrowing is less than the Minimum Borrowing Amount). More than one Borrowing may occur on the same date, but at no time shall there be outstanding more than ten Borrowings of LIBOR Loans in the aggregate for all Term Loans.

2.3 Notice of Borrowing. Except with respect to the Borrowings and Loans made (or converted from Term DIP Loans or Prepetition First Lien Term Loans) on the Closing Date, if the Borrowing Agent desires to incur the Term Loans (or portions thereof) as (x) LIBOR Loans hereunder, the Borrowing Agent shall give the Administrative Agent at the Notice Office at least three (3) Business Days' (or such shorter period as shall be acceptable to the Administrative Agent) prior written notice of the Term Loans to be incurred hereunder and (y) Base Rate Loans hereunder, the Borrowing Agent shall give the Administrative Agent at the Notice Office at least one Business Day's (or such shorter period as shall be acceptable to the Administrative Agent) prior notice of the Term Loans to be incurred hereunder, provided that any such notice shall be deemed to have been given on a certain day only if given before 11:00 A.M. (New York City time) on such day. Such notice (the "Notice of Borrowing"), except as otherwise expressly provided in Section 2.11, shall be irrevocable and shall be in writing in the form of Exhibit F, appropriately completed to specify: (i) the aggregate principal amount of the Term Loans to be incurred pursuant to such Borrowing, (ii) the date of such Borrowing (which shall be a Business Day), (iii) whether the Term Loans being incurred pursuant to such Borrowing are to be initially maintained as Base Rate Loans or, to the extent permitted hereunder, LIBOR Loans and, if LIBOR Loans, the initial Interest Period to be applicable thereto and (iv) the member of the Borrower Group that will receive the proceeds of such Term Loan and the applicable account details for such Borrower (which shall be the Borrowing Agent unless the notice specifies otherwise). The Administrative Agent shall promptly give each Lender which is required to make Term Loans, notice of such proposed Borrowing, of such Lender's proportionate share thereof and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing.

2.4 Repayment of Term Loans.

(a) (i) The principal amount of the Tranche A-1 Term Loans deemed to be made on the Closing Date of each Tranche A-1 Term Lender shall be repaid (x) on each Quarterly Payment Date, commencing with the last Business Day of the first full fiscal quarter of the Borrowing Agent and its Subsidiaries following the Closing Date, in an amount equal to 0.25% of the aggregate principal amount of the Tranche A-1 Term Loans incurred on the Closing Date and (y) on the Tranche A-1 Term Loan Maturity Date, in an amount equal to the aggregate principal amount outstanding on such date, together in each case with accrued and unpaid

interest on the principal amount to be paid to but excluding the date of such payment and (ii) the principal amount of the Tranche A-2 Term Loans deemed to be made on the Closing Date of each of each Tranche A-2 Term Lender shall be repaid (x) on each Quarterly Payment Date, commencing with the last Business Day of the first full fiscal quarter of the Borrowing Agent and its Subsidiaries following the Closing Date, in an amount equal to 0.25% of the aggregate principal amount of the Tranche A-2 Term Loans incurred on the Closing Date and (y) on the Tranche A-2 Term Loan Maturity Date, in an amount equal to the aggregate principal amount outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) The principal amount of Incremental Term Loans of each Incremental Term Lender shall be repaid as provided in the respective Incremental Amendment, subject to the requirements of Section 2.15. To the extent not previously paid, each Incremental Term Loan shall be due and payable on the Incremental Term Loan Maturity Date applicable to such Incremental Term Loan.

(c) The principal amount of any Term Loans extended pursuant to Loan Modification Agreement shall be repaid as provided in the respective Loan Modification Agreement, subject to the requirements of Section 2.16. To the extent not previously paid, each Term Loan under a Tranche extended pursuant to Loan Modification Agreement shall be due and payable on the Maturity Date applicable to such Term Loan as provided in the respective Loan Modification Agreement, subject to the requirements of Section 2.16.

(d) The principal amount of any Refinancing Term Loans shall be repaid as provided in the respective Refinancing Amendment, subject to the requirements of Section 2.17. To the extent not previously paid, each Refinancing Term Loan shall be due and payable on the Maturity Date applicable to such Refinancing Term Loan as provided in the respective Refinancing Amendment, subject to the requirements of Section 2.17.

2.5 Disbursement of Funds. No later than 1:00 P.M. (New York City time) on the date specified in each Notice of Borrowing, each Lender with a Term Loan Commitment of the respective Tranche will make available (or, with respect to the Initial Term Loans, will convert) its pro rata portion (determined in accordance with Section 2.8) of each such Borrowing requested to be made on such date. Other than with respect to the Initial Terms Loans (which will automatically be converted into Initial Term Loans from Term DIP Loans or Prepetition First Lien Term Loans, as applicable), all such amounts will be made available in Dollars and in immediately available funds at the Payment Office, and the Administrative Agent will make available to the applicable Borrower at the Payment Office, or to such other account as the Borrowing Agent may specify in writing prior to the Closing Date, the aggregate of the amounts so made available by the Lenders. Unless the Administrative Agent shall have been notified by any Lender prior to the date of Borrowing that such Lender does not intend to make available to the Administrative Agent such Lender's portion of any Borrowing to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing and the Administrative Agent may (but shall not be obligated to), in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover

such corresponding amount on demand from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrowing Agent and the Borrowing Agent shall immediately pay such corresponding amount to the Administrative Agent. The Administrative Agent also shall be entitled to recover on demand from such Lender or the Borrowing Agent, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrowing Agent until the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (i) if recovered from such Lender, the overnight Federal Funds Rate for the first three (3) days and at the interest rate otherwise applicable to such Term Loans for each day thereafter and (ii) if recovered from the Borrowing Agent, the rate of interest applicable to the respective Borrowing, as determined pursuant to Section 2.9. Nothing in this Section 2.5 shall be deemed to relieve any Lender from its obligation to make Term Loans hereunder or to prejudice any rights which any Borrower may have against any Lender as a result of any failure by such Lender to make Term Loans hereunder.

2.6 Term Notes.

(a) The Borrowers' obligation to pay the principal of, and interest on, the Term Loans under a Tranche made by each Lender shall be evidenced in the Register maintained by the Administrative Agent pursuant to Section 12.15 and shall, if requested by such Lender, also be evidenced by a promissory note duly executed and delivered by the Borrowers substantially in the form of Exhibit G, with blanks appropriately completed in conformity herewith (each, a "Term Note" and, collectively, the "Term Notes").

(b) Each Lender will note on its internal records the amount of each Term Loan under a Tranche made by it and each payment in respect thereof and prior to any transfer of any of its Term Notes with respect to such Term Loans will endorse on the reverse side thereof the outstanding principal amount of such Term Loans evidenced thereby. Failure to make any such notation or any error in such notation shall not affect the Borrowers' obligations in respect of such Term Loans.

(c) Notwithstanding anything to the contrary contained above in this Section 2.6 or elsewhere in this Agreement, Term Notes shall only be delivered to Lenders which at any time specifically request the delivery of such Term Notes. No failure of any Lender to request or obtain a Term Note evidencing its Term Loans under a Tranche to the Borrowers shall affect or in any manner impair the obligations of the Borrowers to pay the Term Loans under such Tranche (and all related Obligations) incurred by the Borrowers which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guarantees therefor provided pursuant to the various Loan Documents. Any Lender which does not have a Term Note evidencing its outstanding Term Loans shall in no event be required to make the notations otherwise described in preceding clause (b). At any time when any Lender requests the delivery of a Term Note to evidence any of its Term Loans under a Tranche, the Borrowers shall promptly execute and deliver to the respective Lender the requested Term Note in the appropriate amount or amounts to evidence such Term Loans.

2.7 Conversions. The Borrowers shall have the option to continue, convert, on any Business Day, all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of Term Loans made pursuant to one or more Borrowings (so long as of the same Tranche) of one or more Types of Term Loans into a Borrowing (of the same Tranche) of another Type of Term Loan, provided that, (i) except as otherwise provided in Section 2.11(b) or unless the Borrowers comply with the provisions of Section 2.12, LIBOR Loans may be converted into Base Rate Loans only on the last day of an Interest Period applicable to the Term Loans being converted and no such partial conversion of LIBOR Loans shall reduce the outstanding principal amount of such LIBOR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount applicable thereto, (ii) unless the Required Lenders otherwise agree, Base Rate Loans may only be converted into LIBOR Loans if no Default or Event of Default is in existence on the date of the conversion, and (iii) no conversion pursuant to this Section 2.7 shall result in a greater number of Borrowings of LIBOR Loans than is permitted under Section 2.2. Each such conversion shall be effected by the Borrowing Agent giving the Administrative Agent at the Notice Office prior to 11:00 A.M. (New York City time) at least (x) in the case of conversions of Base Rate Loans into LIBOR Loans or continuations of LIBOR Loans, three (3) Business Days' prior written notice and (y) in the case of conversions of LIBOR Loans into Base Rate Loans, one Business Day's prior written notice (each, a "Notice of Conversion/Continuation"), in each case in the form of Exhibit H, appropriately completed to specify the Term Loans to be so converted or continued, the Borrowing or Borrowings pursuant to which such Term Loans were incurred and, if to be converted into LIBOR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall give each Lender prompt notice of any such proposed conversion affecting any of its Term Loans. If the Borrowing Agent fails to specify a Type of Term Loan in a Notice of Borrowing or if the Borrowing Agent fails to give a timely notice requesting a conversion or continuation, then the Term Loans shall be made as, or converted or continued to, Base Rate Loans.

2.8 Pro Rata Borrowings. All Borrowings of any Tranche of Term Loans under this Agreement shall be incurred from the Lenders pro rata on the basis of their Term Loan Commitments applicable to such Tranche of Term Loans. It is understood that no Lender shall be responsible for any default by any other Lender of its obligation to make Term Loans hereunder and that each Lender shall be obligated to make the Term Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Term Loans hereunder.

2.9 Interest.

(a) The Borrowers agree to pay interest in respect of the unpaid principal amount of each Term Loan maintained as a Base Rate Loan from the date of Borrowing thereof until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the conversion of such Base Rate Loan to a LIBOR Loan pursuant to Section 2.7 or 2.10, as applicable, at a rate per annum which shall be equal to the sum of the relevant Applicable Margin plus the Base Rate, each as in effect from time to time.

(b) The Borrowers agree to pay interest in respect of the unpaid principal amount of each Term Loan maintained as a LIBOR Loan from the date of Borrowing thereof until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the

conversion of such LIBOR Loan to a Base Rate Loan pursuant to Section 2.7, 2.10 or 2.11, as applicable, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the relevant Applicable Margin as in effect from time to time during such Interest Period plus the LIBOR Rate for such Interest Period.

(c) The Borrowers agree to pay interest in respect of the unpaid principal amount of each Incremental Term Loan as provided in the respective Incremental Amendment, subject to the requirements of Section 2.15. The Borrowers agree to pay interest in respect of the unpaid principal amount of each Term Loan extended pursuant to a Loan Modification Agreement as provided in the respective Loan Modification Agreement, subject to the requirements of Section 2.16. The Borrowers agree to pay interest in respect of the unpaid principal amount of each Refinancing Term Loan as provided in the respective Refinancing Amendment, subject to the requirements of Section 2.17.

(d) Upon the occurrence and during the continuance of a Significant Event of Default, overdue principal and, to the extent permitted by law, overdue interest in respect of each Term Loan and other overdue amounts shall, in each case, bear interest at a rate per annum equal to (x) in the case of overdue principal, the rate which is 2% in excess of the rate then borne by such Term Loans and (y) in the case of all other overdue amounts (including, to the extent permitted by law, overdue interest) payable hereunder and under any other Loan Document shall bear interest at a rate per annum equal to the rate which is 2% in excess of the rate applicable to Term Loans that are maintained as Base Rate Loans from time to time. Interest that accrues under this Section 2.9(d) shall be payable on demand.

(e) Accrued (and theretofore unpaid) interest shall be payable (i) in respect of each Base Rate Loan, (x) quarterly in arrears on each Quarterly Payment Date, (y) on the date of any repayment or prepayment in full of all outstanding Base Rate Loans, and (z) at maturity (whether by acceleration or otherwise) and, after such maturity, on demand, and (ii) in respect of each LIBOR Loan, (x) on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three month intervals after the first day of such Interest Period, and (y) on the date of any repayment or prepayment (on the amount repaid or prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(f) Upon each Interest Determination Date, the Administrative Agent shall determine the LIBOR Rate for each Interest Period applicable to the respective LIBOR Loans and shall promptly notify the Borrowers and the Lenders of such LIBOR Loans thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

2.10 Interest Periods. At the time the Borrowers give any Notice of Borrowing or Notice of Conversion/Continuation in respect of the making of, or conversion into, any LIBOR Loan (in the case of the initial Interest Period applicable thereto) or prior to 11:00 A.M. (New York City time) on the third Business Day prior to the expiration of an Interest Period applicable to such LIBOR Loan (in the case of any subsequent Interest Period), the Borrowers shall have the right to elect the interest period (each, an "Interest Period") applicable to such LIBOR Loan,

which Interest Period shall, at the option of the Borrowers, be a one (1), two (2), three (3) or six (6) month period or any shorter period, provided that (in each case):

(a) all LIBOR Loans comprising a Borrowing shall at all times have the same Interest Period;

(b) the initial Interest Period for any LIBOR Loan shall commence on the date of Borrowing of such LIBOR Loan (including the date of any conversion thereto from a Base Rate Loan) and each Interest Period occurring thereafter in respect of such LIBOR Loan shall commence on the day on which the next preceding Interest Period applicable thereto expires;

(c) (i) if any Interest Period for a LIBOR Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month, and (ii) if any Interest Period for LIBOR Loan begins on the last Business Day of a calendar month, such Interest Period shall end on the last Business Day of the last calendar month of such Interest Period;

(d) if any Interest Period for a LIBOR Loan would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, however, that if any Interest Period for a LIBOR Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(e) unless the Required Lenders otherwise agree, no Interest Period may be selected at any time when a Default or an Event of Default is then in existence; and

(f) no Interest Period in respect of any Borrowing of any Tranche of Term Loans shall be selected which extends beyond the Maturity Date for such Tranche of Term Loans.

If by 11:00 A.M. (New York City time) on the third Business Day prior to the expiration of any Interest Period applicable to a Borrowing of LIBOR Loans, the Borrowers have failed to elect, or is not permitted to elect, a new Interest Period to be applicable to such LIBOR Loans as provided above, the Borrowers shall be deemed to have elected to continue such LIBOR Loans as LIBOR Loans with an Interest Period of one month effective as of the expiration date of such current Interest Period.

2.11 Increased Costs, Illegality, etc.

(a) In the event that any Lender shall have determined (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto but, with respect to clause (A) below, may be made only by the Administrative Agent):

(A) on any Interest Determination Date that, by reason of any changes in any Requirement of Law arising after the date of this Agreement affecting the London interbank market, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of LIBOR Rate; or

(B) at any time, that such Lender shall incur increased costs, Taxes (other than Excluded Taxes and Indemnified Taxes) or reductions in the amounts received or receivable hereunder with respect to any LIBOR Loan because of (x) any change since the date of this Agreement in any applicable law or governmental rule, regulation, order, guideline or request (whether or not having the force of law) or in the interpretation or administration thereof and including the introduction of any new law or governmental rule, regulation, order, guideline or request, such as, but not limited to, a change in official reserve requirements, but, in all events, excluding reserves required under Regulation D to the extent included in the computation of the LIBOR Rate and/or (y) other circumstances arising since the date of this Agreement affecting such Lender, the London interbank market or the position of such Lender in such market (including that the LIBOR Rate with respect to such LIBOR Loan does not adequately and fairly reflect the cost to such Lender of funding such LIBOR Loan); or

(C) at any time, that the making or continuance of any LIBOR Loan has been made (x) unlawful by any law or governmental rule, regulation or order, (y) impossible by compliance by any Lender in good faith with any governmental request (whether or not having force of law) or (z) impracticable as a result of a contingency occurring after the date of this Agreement which materially and adversely affects the London interbank market;

then, and in any such event, such Lender (or the Administrative Agent, in the case of clause (A) above) shall promptly give written notice to the Borrowers and, except in the case of clause (A) above, to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (A) above, LIBOR Loans shall no longer be available until such time as the Administrative Agent notifies the Borrowers and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist, and any Notice of Borrowing or Notice of Conversion/Continuation given by the Borrowers with respect to LIBOR Loans which have not yet been incurred (including by way of conversion) shall be deemed rescinded by the Borrowers, (y) in the case of clause (B) above, the Borrowers agree to pay to such Lender, upon such Lender's written request therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender shall determine after consultation with the Borrowers) as shall be required to compensate such Lender for such increased costs or reductions in amounts received or receivable hereunder (a written notice as to the additional amounts owed to such Lender, showing in reasonable detail the basis for the calculation thereof, submitted to the Borrowers by such Lender shall, absent manifest error, be final and conclusive and binding on all the parties hereto) and (z) in the case of clause (C) above, the Borrowers shall take one of the actions specified in Section 2.11(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any LIBOR Loan is affected by the circumstances described in Section 2.11(a)(B), the Borrowers may, and in the case of a LIBOR Loan affected by the circumstances described in Section 2.11(a)(C), the Borrowers shall, either (x) if the affected LIBOR Loan is then being made initially or pursuant to a conversion, cancel such Borrowing by giving the Administrative Agent written notice on the same date that the Borrowers were notified by the affected Lender or the Administrative Agent pursuant to

Section 2.11(a)(B) or (C) or (y) if the affected LIBOR Loan is then outstanding, upon at least three Business Days' written notice to the Administrative Agent, require the affected Lender to convert such LIBOR Loan into a Base Rate Loan, provided that, if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 2.11(b).

(c) If any Lender determines that after the date of this Agreement the introduction of or any change in any applicable law or governmental rule, regulation, order, guideline, directive or request (whether or not having the force of law) concerning capital adequacy, or any change in interpretation or administration thereof by the NAIC or any Governmental Authority, central bank or comparable agency, will have the effect of increasing the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender based on the existence of such Lender's Term Loan Commitments hereunder or its obligations hereunder, then the Borrowers agree to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased cost to such Lender or such other corporation or the reduction in the rate of return to such Lender or such other corporation as a result of such increase of capital. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Lender's determination of compensation owing under this Section 2.11(c) shall, absent manifest error, be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts, will be payable pursuant to this Section 2.11(c), will give prompt written notice thereof to the Borrowers, which notice shall show in reasonable detail the basis for calculation of such additional amounts, although the failure to give any such notice shall not release or diminish a Borrower's obligations to pay additional amounts pursuant to this Section 2.11(c) upon the subsequent receipt of such notice.

(d) Notwithstanding anything in this Agreement to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof and (y) all requests rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a change after the date of this Agreement in a requirement of law or government rule, regulation or order, regardless of the date enacted, adopted, issued or implemented (including for purposes of this Section 2.11).

(e) For the avoidance of doubt, this Section 2.11 shall not apply to any Excluded Taxes, or to any Indemnified Taxes, which are otherwise provided for in Section 4.4.

2.12 Compensation.

(a) The Borrowers agree to compensate each Lender, upon its written request (which request shall set forth in reasonable detail the basis for requesting such compensation), for all actual losses, reasonable and documented out-of-pocket expenses and liabilities (including, without limitation, any actual loss, reasonable and documented out-of-pocket expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds

required by such Lender to fund its LIBOR Loans but excluding loss of anticipated profits) which such Lender may sustain: (i) if for any reason (other than a default by such Lender or the Administrative Agent) a Borrowing of, or conversion from or into, LIBOR Loans does not occur on a date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn by the Borrowers or deemed withdrawn pursuant to Section 2.11(a)); (ii) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 4.1, Section 4.2 or as a result of an acceleration of the Term Loans pursuant to Section 10) or conversion of any of its LIBOR Loans occurs on a date which is not the last day of an Interest Period with respect thereto (other than as a result of any required conversion pursuant to Section 2.11(b)); (iii) if any prepayment of any of its LIBOR Loans is not made on any date specified in a notice of prepayment given by the Borrowers; or (iv) as a consequence of (x) any other default by the Borrowers to repay LIBOR Loans when required by the terms of this Agreement or any Term Note held by such Lender or (y) any election made pursuant to Section 2.11(b).

(b) With respect to any Lender's claim for compensation under Section 2.11 or 2.12, the Borrowers shall not be required to compensate such Lender for any amount incurred more than 180 days prior to the date that such Lender or the Administrative Agent notifies the Borrowers of the event that gives rise to such claim; provided that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(c) The Borrowers shall make such compensation under Section 2.11 or 2.12 within 30 days after receipt of written request therefor.

2.13 Change of Lending Office. Each Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.11(a)(B) or (C), Section 2.11(c) or Section 4.4 with respect to such Lender, it will, if requested by the Borrowing Agent, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Term Loans affected by such event, provided that such designation is made on such terms that such Lender and its lending office suffer no legal, regulatory or unreimbursed economic disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.13 shall affect or postpone any of the obligations of the Borrowers or the right of any Lender provided in Sections 2.11 and 4.4.

2.14 Replacement of Lenders. (x) If any Lender becomes a Defaulting Lender, (y) upon the occurrence of any event giving rise to the operation of Section 2.11(a)(B) or (C), Section 2.11(c) or Section 4.4 with respect to any Lender which results in such Lender charging to the Borrowers increased costs in excess of those being generally charged by the other Lenders or (z) in the case of a refusal by a Lender to consent to a proposed change, waiver, discharge or termination with respect to this Agreement which has been approved by the Required Lenders as (and to the extent) provided in Section 2.12(a), the Borrowing Agent shall have the right, in accordance with Section 12.4, if no Event of Default then exists or would exist after giving effect to such replacement, to replace such Lender (the "Replaced Lender") with one or more other Eligible Assignees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") and each of which shall be reasonably

acceptable to the Administrative Agent (to the extent the Administrative Agent's consent would be required under Section 12.4); provided that:

(i) at the time of any replacement pursuant to this Section 2.14, the Replacement Lender shall enter into one or more Assignment and Assumptions pursuant to Section 12.4 (and with all fees payable pursuant to said Section 12.4 to be paid by the Replacement Lender and/or the Replaced Lender (as may be agreed to at such time by and among the Borrowers, the Replacement Lender and the Replaced Lender)) pursuant to which the Replacement Lender shall acquire all of the Term Loan Commitments and outstanding Term Loans of the Replaced Lender and, in connection therewith, shall pay to the Replaced Lender in respect thereof an amount equal to an amount equal to the principal of, and all accrued interest on, all outstanding Term Loans of the respective Replaced Lender; and

(ii) all obligations of the Borrowers then owing to the Replaced Lender (other than those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid, but including all amounts, if any, owing under Section 2.12) shall be paid in full to such Replaced Lender concurrently with such replacement.

Upon receipt by the Replaced Lender of all amounts required to be paid to it pursuant to this Section 2.14, the Administrative Agent shall be entitled (but not obligated) and is authorized (which authorization is coupled with an interest) to execute an Assignment and Assumption on behalf of such Replaced Lender, and any such Assignment and Assumption so executed by the Administrative Agent and the Replacement Lender shall be effective for purposes of this Section 2.14 and Section 12.4. Upon the execution of the respective Assignment and Assumption, the payment of amounts referred to in clauses (i) and (ii) above, recordation of the assignment on the Register by the Administrative Agent pursuant to Section 12.15, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (including, without limitation, Sections 2.11, 2.12, 4.4, 11.6, 12.1 and 12.6), which shall survive as to such Replaced Lender.

2.15 Incremental Term Loan Commitments.

(a) The Borrowing Agent may at any time or from time to time after the Closing Date, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request additional Tranche A-2 Term Loans (the commitments thereof, the "Incremental Term Loan Commitment", the loans thereunder, the "Incremental Term Loans" and a Lender making such loans, an "Incremental Term Lender"); provided that (i) the Borrowers have complied with Section 2.15(f), it being understood that no Lender shall be obligated to provide an Incremental Term Loan Commitment as a result of any such request by the Borrowers, and until such time, if any, as such Lender has agreed in its sole discretion to provide an Incremental Term Loan Commitment and executed and delivered to the Administrative Agent and the Borrowing Agent an Incremental Amendment as provided in clause (d) of this Section 2.15, such Lender shall not be obligated to fund any Incremental Term Loans, (ii) both at the time of any such request and immediately upon the effectiveness of any

Incremental Amendment referred to below (x), no Event of Default shall exist and at the time that any such Incremental Term Loan is made (and immediately after giving effect thereto) no Event of Default shall exist (or, in the case where the proceeds of any Incremental Term Loans are intended to be applied to finance a Permitted Acquisition or other Investment permitted under Section 8.6 that constitutes the acquisition by the Borrowers or any Restricted Subsidiary of the Borrowers of the outstanding Capital Stock of Persons, or of all or substantially all of the assets of Persons or of a division or line of business of Persons, no Event of Default pursuant to Sections 10.01(a) or (f) shall exist at the time that any such Incremental Term Loan is made or immediately after giving effect thereto) and (y) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) on and as of such dates and on the date such Incremental Term Loan is made (and after giving effect thereto) as if made on and as of such dates, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) as of such earlier date (other than in cases where the proceeds of the Incremental Term Loans shall be applied to finance a Permitted Acquisition or other Investment permitted under Section 8.6 that constitutes the acquisition by the Borrowers or any Restricted Subsidiary of the Borrowers of the outstanding Capital Stock of Persons, or of all or substantially all of the assets of Persons or of a division or line of business of Persons, which shall be subject to the customary “specified representations” and “specified acquisition agreement representations”), (iii) the aggregate amount of Incremental Term Commitments shall not exceed, at the time the respective Incremental Term Loan Commitment becomes effective (and after giving effect to the incurrence of the Incremental Term Loans in connection therewith), the Maximum Incremental Facilities Amount as in effect at such time, (iv) [reserved], (v) each Tranche of Incremental Term Loan Commitments, and all Incremental Term Loans to be made pursuant thereto, shall be denominated in Dollars, (vi) the proceeds of all Incremental Term Loans shall be used only for the purposes permitted by Section 5.12(b), and (vii) the amount of each Tranche of Incremental Term Loan Commitments shall be in a minimum aggregate amount for all Lenders which provide an Incremental Term Loan Commitment under such Tranche of Incremental Term Loans (including Eligible Assignees who will become Lenders) of at least \$5,000,000 (or such lower amount as may be reasonably acceptable to the Administrative Agent) and in integral multiples of \$1,000,000 in excess thereof (or such other integral multiple as may be reasonably acceptable to the Administrative Agent).

(b) The Incremental Term Loans together with all interest, fees and other amounts payable thereon, shall be Obligations under this Agreement and the other Loan Documents and shall be secured by the Security Documents and guaranteed by the Guarantee, on a pari passu basis with all other Obligations secured by the Security Documents and guaranteed under the Guarantee and shall be on the same terms and conditions applicable to the Tranche A-2 Term Loans hereunder; provided that (i) the upfront fees and, if applicable, any unutilized commitment fees and/or other fees, payable to each Incremental Term Lender in respect of each Incremental Term Loan Commitment shall be separately agreed to by the Borrower and each such Incremental Term Lender and (ii) the amortization schedule applicable to the Incremental Term Loans shall be determined by the Borrowing Agent and the Incremental Term Lenders with respect to such Incremental Term Loans; provided, however, the amortization schedule may not exceed 1.00% per annum.

(c) Each notice from the Borrowing Agent pursuant to this Section 2.15 shall set forth the requested amount and proposed terms of the relevant Incremental Term Loans. Except as provided in clauses (i) and (ii) in the proviso in Section 2.15(b) above, all terms and documentation with respect to Incremental Term Loans which differ from those applicable to the then outstanding Term Loans shall be reasonably satisfactory to the Administrative Agent; provided that no Incremental Amendment may provide, for so long as any Term Loans are outstanding, any mandatory or voluntary prepayment provisions that do not also apply to the Term Loans on a pro rata basis (or otherwise provide for more favorable prepayment treatment for the then outstanding Term Loans than such Incremental Term Loans).

(d) Subject to Section 2.15(f), Incremental Term Loans may be made by any existing Lender or any Additional Lender (provided that no Lender shall be obligated to make a portion of any Incremental Term Loan), in each case on terms permitted in this Section 2.15, provided that the Administrative Agent shall have consented (not to be unreasonably withheld or delayed) to such Lender's making such Incremental Term Loans if such consent would be required under Section 12.4 for an assignment of Term Loans to such Lender or Additional Lender. Incremental Term Loan Commitments in respect of Incremental Term Loans shall become Term Loan Commitments under this Agreement pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by Holdings, the Borrowing Agent, each Lender agreeing to provide such Incremental Term Loan Commitment, if any, each Additional Lender, if any, and the Administrative Agent. The Incremental Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowing Agent, to effect the provisions of this Section 2.15. The effectiveness of any Incremental Amendment and incurrence of Incremental Term Loans with respect thereto shall be subject to the satisfaction on the date thereof of each of the Additional Loan Conditions (it being understood that all references to the date of such extension of credit or similar language in the Additional Loan Conditions shall be deemed to refer to the effective date of such Incremental Amendment and incurrence of Incremental Term Loans with respect thereto), all the other conditions set forth in this Section 2.15. The Borrowing Agent will use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement.

(e) This Section 2.15 shall supersede any provisions in Section 2.8 or 12.12 to the contrary.

(f) If the Borrowers desire to request Incremental Term Loan Commitments or Incremental Term Loans, then prior to contacting or discussing any such proposed Incremental Term Loan Commitment or Incremental Term Loan with any Additional Lender (other than the existing Lenders at such time), the Borrowing Agent shall first deliver a written notice of such proposed Incremental Term Loan Commitment or Incremental Term Loan to the Administrative Agent (for further distribution to each Lender) (the "Incremental Notice"), which shall set forth the aggregate principal amount of Incremental Term Loans requested by the Borrowing Agent and shall otherwise comply with the following provisions of this Section 2.15(f). Each of the existing Lenders shall have ten (10) Business Days from the receipt of such Incremental Notice to notify the Borrowing Agent of such Lender's offer to make such proposed Incremental Term Loans (an "Incremental Offer"), which shall set forth the aggregate principal amount of

Incremental Term Loans being offered by such Lender. Each existing Lender will be deemed to have declined to make such proposed Incremental Term Loans if an Incremental Offer is not delivered prior to the expiration of the tenth Business Day following the receipt of such Incremental Notice. Each existing Lender that duly submits an Incremental Offer shall have the right to provide the Incremental Term Loan Commitments and Incremental Term Loans up to its pro rata share (such pro rata share being proportional to the aggregate principal amount of the outstanding Term Loans held by all Lenders that duly submit an Incremental Offer) of the Incremental Term Loan Commitments and Incremental Term Loans requested by the Borrowing Agent pursuant to the Incremental Notice but in no event shall any existing Lender be required to provide Incremental Term Loan Commitments and Incremental Term Loans in an aggregate principal amount greater than the aggregate principal amount of Incremental Term Loans offered by such Lender under its Incremental Offer. If the aggregate principal amount of Incremental Term Loans offered by all existing Lenders pursuant to their respective Incremental Offers is less than the aggregate principal amount of Incremental Term Loans requested by the Borrowing Agent under the Incremental Notice, then the Borrowing Agent may request Incremental Term Loans from Additional Lenders (other than the existing Lenders at such time) for a period of 60 days after the delivery of the Incremental Notice in an amount up to the aggregate principal amount of Incremental Term Loans requested by the Borrowing Agent under the Incremental Notice less the aggregate principal amount of Incremental Term Loans offered by all existing Lenders pursuant to their respective Incremental Offers.

2.16 Loan Modification Offers.

(a) The Borrowing Agent may on one or more occasions, by written notice to the Administrative Agent, make one or more offers (each, a “Loan Modification Offer”) to all the Lenders holding one or more Tranches of Term Loans on the same terms to each such Lender (each Tranche subject to such a Loan Modification Offer, a “Specified Class”) to make one or more Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Borrowers; provided that (i) any such offer shall be made by the Borrowers to all Lenders with Term Loans with a like final maturity date (whether under one or more Tranches) on a pro rata basis (based on the aggregate outstanding principal amount of the applicable Term Loans) and on the same terms to each such Lender, (ii) no Event of Default shall have occurred and be continuing at the time of any such offer, (iii) if the aggregate principal amount of Term Loans (calculated on the face amount thereof) in respect of which Lenders with such Term Loans shall have accepted the relevant Loan Modification Offer shall exceed the maximum aggregate principal amount of Term Loans offered to be extended by the Borrowers pursuant to such Loan Modification Offer, then the Term Loans of such Lenders with such Term Loans shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders with Term Loans have accepted such Loan Modification Offer and (iv) all documentation in respect of such Permitted Amendment (including the Loan Modification Amendment) shall be consistent with this Section 2.16 and the definition of Permitted Agreement, and all written communications by the Borrowing Agent generally directed to the Lenders in connection therewith shall be in form and substance consistent, in all material respects, with the foregoing and otherwise reasonably satisfactory to the Administrative Agent. Such notice shall set forth (i) the terms and conditions of the requested Permitted Amendment and (ii) the date on which such Permitted Amendment is requested to become effective (which

shall not be less than 10 Business Days nor more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent); provided that, notwithstanding anything to the contrary, (1) assignments and participations of Specified Classes shall be governed by the same or, at the Borrowers' discretion, more restrictive assignment and participation provisions applicable to Term Loans set forth in Section 12.4, and (2) no voluntary or mandatory repayment of Specified Classes shall be permitted unless such repayment is accompanied by (x) prior to the termination or repayment in full of all Tranche A-1 Term Loan Obligations, repayment of all Tranche A-1 Term Loan Obligations and (y) after the termination or repayment in full of all Tranche A-1 Term Loan Obligations, at least pro rata repayment of all earlier maturing Term Loans (including previously extended Term Loans) (or all earlier maturing Term Loans (including previously extended Term Loans) shall otherwise be or have been terminated and repaid in full). Permitted Amendments shall become effective only with respect to the Term Loans and Term Loan Commitments of the Lenders of the Specified Class that accept the applicable Loan Modification Offer (such Lenders, the "Accepting Lenders") and, in the case of any Accepting Lender, only with respect to such Lender's Term Loans and Term Loan Commitments of such Specified Class as to which such Lender's acceptance has been made. No Lender shall have any obligation to accept any Loan Modification Offer. Any relevant Lender that does not respond to a Loan Modification Offer within the time period contemplated by the applicable Loan Modification Offer shall be deemed to have rejected such Loan Modification Offer. The election of any relevant Lender to accept any Loan Modification Offer shall not obligate any other Lender to so agree.

(b) A Permitted Amendment shall be effected pursuant to an amendment to this Agreement (a "Loan Modification Agreement") executed and delivered by the Borrowing Agent, each applicable Accepting Lender and the Administrative Agent. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement; provided that no Permitted Amendment shall become effective unless, on the proposed effective date of such Permitted Amendment, (x) the Additional Loan Conditions shall be satisfied (with all references in such Section to any extension of credit being deemed to be references to the Permitted Amendment on the applicable date of effectiveness of the Permitted Amendment) and the Administrative Agent shall have received a certificate to that effect dated the applicable date of the Permitted Amendment and executed by an Authorized Officer of the Borrowing Agent and (y) to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) board resolutions and officers' certificates consistent with those delivered on the Closing Date and reasonably satisfactory to the Administrative Agent and (ii) reaffirmation agreements and/or such amendments to the Security Documents as may be reasonably requested by the Administrative Agent in order to ensure that the Loans (after giving effect to the Loan Modification Agreement) are provided with the benefit of the applicable Loan Documents. No Loan Modification Agreement shall provide for any extension of a Specified Class in an aggregate principal amount that is less than \$25,000,000 unless such minimum amount is waived by the Administrative Agent. Each Loan Modification Agreement may, without the consent of any Lender other than the applicable Accepting Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent and the Borrowers, to give effect to the provisions of this Section 2.16, including any amendments necessary to treat the applicable Term Loans and/or Term Loan Commitments of the Accepting Lenders as a new "Tranche" of loans and/or commitments hereunder; provided, that no Loan Modification Agreement may provide for

(i) any Specified Class to be secured by any Collateral or other assets of any Loan Party that does not also secure the Term Loans and (ii) so long as any Term Loans are outstanding, any mandatory or voluntary prepayment provisions that do not also apply to the Term Loans on a pro rata basis.

(c) This Section 2.16 shall supersede any provisions in Section 2.8 or 12.12 to the contrary and no conversion of Term Loans pursuant to any Loan Modification Agreement in accordance with this Section 2.16 shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

2.17 Refinancing Amendments.

(a) At any time after the Closing Date, the Borrowing Agent may obtain from any Lender or any Additional Lender Credit Agreement Refinancing Indebtedness in respect of all or any portion of any Tranche of the Term Loans then outstanding under this Agreement (which for this purpose, for the avoidance of doubt, will be deemed to include any then outstanding Refinancing Term Loans), in the form of Refinancing Term Loans or Refinancing Term Commitments, in each case pursuant to a Refinancing Amendment; provided that such Credit Agreement Refinancing Indebtedness (i) will rank pari passu or junior in right of payment and of security with the other Term Loans and Term Loan Commitments hereunder, (ii) have such pricing and optional prepayment terms as may be agreed by the Borrowing Agent and the Lenders thereof, will be guaranteed solely by Holdings and the Subsidiary Guarantors (or a person that becomes a Subsidiary Guarantor and any other Borrower) shall provide that each Tranche of Refinancing Term Loans shall be prepaid and repaid (or offered to be repaid in the case of Section 4.2(e)) on a pro rata basis with all voluntary prepayments and mandatory prepayments (other than amortization payments) of the other Tranches of Term Loans (or, as may be agreed to by the Lenders and Additional Lenders providing such Credit Agreement Refinancing Indebtedness in the respective Refinancing Amendment, otherwise provide for more favorable prepayment treatment for such other Tranches of the Term Loans than such Refinancing Loans), (iii) is not subject to any amortization prior to final maturity (other than nominal amortization in the amount of no greater than one percent per annum of the original stated principal amount of such Indebtedness on the date of Incurrence thereof) and (iv) otherwise be on terms and conditions (excluding pricing and optional prepayment or redemption terms but including customary asset sales or change of control mandatory redemption or prepayment provisions) substantially identical to, or less favorable to, the investors providing such Credit Agreement Refinancing Indebtedness than, those applicable to the Refinancing Term Loans; provided further that the terms and conditions applicable to such Credit Agreement Refinancing Indebtedness may provide for any additional or different financial or other covenants or other provisions that are agreed between the Borrowers and the Lenders thereof and applicable only during periods after the Latest Maturity Date that is in effect on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained. The effectiveness of any Refinancing Amendment shall be subject to the satisfaction on the date thereof of each of the Additional Loan Conditions and, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) board resolutions and officers' certificates consistent with those delivered on the Closing Date and otherwise reasonably satisfactory to the Administrative Agent and (ii) reaffirmation agreements and/or such amendments to the Security Documents as may be reasonably requested by the Collateral Agent

(including Mortgage amendments) in order to ensure that the Refinancing Term Loans (after giving effect to the Refinancing Amendment) are provided with the benefit of the applicable Loan Documents. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that this Agreement and the other Loans Documents may be amended pursuant to a Refinancing Amendment, without the consent of any other Lenders, to the extent (but only to the extent) necessary to (i) reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Term Loans and Term Loan Commitments subject thereto as Refinancing Term Loans and/or Refinancing Term Commitments), (ii) provide certain class protection to the Lenders and Additional Lenders providing such Credit Agreement Refinancing Indebtedness with respect to voluntary prepayments and mandatory prepayments, (iii) make such other changes to this Agreement and the other Loan Documents consistent with the provisions and intent of Section 12.12(c) and (iv) effect such other amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.17, and the Required Lenders hereby expressly authorize the Administrative Agent to enter into any such Refinancing Amendment.

(b) This Section 2.17 shall supersede any provisions in Section 2.8 or 12.12 to the contrary.

SECTION 3. COMMITMENT FEES; FEES; REDUCTIONS OF COMMITMENTS

3.1 Fees.

(a) The Borrowing Agent agrees to pay to (i) the Administrative Agent for distribution to the respective Incremental Term Lenders such fees as may be agreed to as provided in Section 2.15 and (ii) the respective Tranche A-1 Term Lenders such fees as set forth in the Tranche A-1 Fee Letter.

(b) The Borrowing Agent agrees to pay to the Administrative Agent such fees in the amounts and at the times specified as may be agreed to in writing from time to time by Holdings or any of its Subsidiaries and the Administrative Agent, including the fees set forth in the Administrative Agent Fee Letter at the times and in the amounts specified therein.

3.2 Mandatory Reduction of Term Loan Commitments.

(a) The Total Initial Term Loan Commitment (and the Initial Term Loan Commitment of each Lender) shall terminate in its entirety on the Closing Date (after giving effect to the deemed Incurrence by the Borrowers of Initial Term Loans on such date).

(b) The Incremental Term Loan Commitments shall (i) be reduced on the date of the incurrence of such Incremental Term Loans by an amount equal to the Incremental Term Loans made on such date (after giving effect to the Incurrence of Incremental Term Loans on such date) and (ii) terminate in their entirety on the earlier of (x) the date on which all Incremental Term Loan Commitments have been funded and (y) the Termination Date.

(c) The Refinancing Term Commitments shall terminate in their entirety on the date of the Incurrence of such Refinancing Term Loans by an amount equal to the Refinancing Term Loans made on such date (after giving effect to the Incurrence of Refinancing Term Loans on such date).

SECTION 4.
PREPAYMENTS; PAYMENTS; TAXES

4.1 Voluntary Prepayments.

(a) The Borrowers may at any time and from time to time prepay the Term Loans, in whole or in part, in each case, without premium or penalty, upon irrevocable written notice delivered to the Administrative Agent no later than Noon (New York City time) three Business Days prior thereto, in the case of LIBOR Loans, and no later than Noon (New York City time) one Business Day prior to the date of such payment, in the case of Base Rate Loans, which notice shall specify the date and amount of prepayment, identify the Tranche of the prepayment of Term Loans and whether the prepayment is of LIBOR Loans or Base Rate Loans; provided, that if a LIBOR Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, such Borrower shall also pay any amounts owing pursuant to Section 2.12; and provided, further, that if such notice of prepayment indicates that such prepayment is to be funded with the proceeds of a Refinancing of the Term Facilities or otherwise conditioned upon the consummation of any other transaction or the occurrence of any event (including an acquisition or a Change of Control), such notice of prepayment may be revoked if such Refinancing is not consummated or such condition is not satisfied, subject to payment of any costs referred to in Section 2.12. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Prepayments shall be accompanied by accrued interest. Partial prepayments of Term Loans shall be in an aggregate principal amount of \$1,000,000 and integral multiples of \$1,000,000 in excess of that amount.

(b) All voluntary prepayments of a Tranche of Term Loans in accordance with this Section 4.1 shall be applied in the manner set forth in Section 4.2(d); provided that in no event shall any voluntary prepayment of Tranche A-2 Term Loans be made prior to payment in full of all outstanding Tranche A-1 Term Loans. Voluntary prepayments of any Tranche of Term Loans permitted hereunder shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.4(a) in a manner determined at the discretion of the Borrowing Agent and specified in the notice of prepayment (and absent such direction, in direct order of maturity).

4.2 Mandatory Repayments.

(a) If any Indebtedness shall be incurred by Holdings or any of its Restricted Subsidiaries (other than any Indebtedness permitted to be incurred in accordance with Section 8.1 (excluding any Indebtedness incurred pursuant to Section 2.17)), not later than two Business Days after the incurrence of such Indebtedness, an amount equal to 100% of the Net

Cash Proceeds thereof shall be applied toward the prepayment of the Term Loans as set forth in this Section 4.2.

(b) If, for any Excess Cash Flow Period, there shall be Excess Cash Flow, an amount equal to the excess of (i) the applicable ECF Percentage of such Excess Cash Flow over the sum of (ii) with respect to the following subclauses (x), (y) and (z), to the extent not funded with the proceeds of long-term Indebtedness, the aggregate principal amount of all (x) optional prepayments of Term Loans (other than Term Loans Cancelled pursuant to Section 12.4) made, (y) optional prepayments of ABL Facility Loans (other than those in respect of any ABL Facility Loans to the extent there is not an equivalent permanent reduction in commitments under the ABL Facility), made and (z) the amount equal to all payments in cash actually paid by the Permitted Auction Purchaser in connection with Term Loans acquired by a Permitted Auction Purchaser and which have been Cancelled, in each case, during such Excess Cash Flow Period, shall, on the relevant Excess Cash Flow Application Date, be applied toward the prepayment of the Term Loans as set forth in this Section 4.2; provided that the amount pursuant to this Section 4.2(b) shall be no less than \$0. Each such prepayment shall, commencing with the fiscal year ending January 31, 2019, be made on a date (an “Excess Cash Flow Application Date”) no later than ten Business Days after the earlier of (i) the date on which the financial statements of Holdings referred to in Section 7.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered and (ii) the date such financial statements are actually delivered.

(c) If on any date Holdings or any of its Restricted Subsidiaries shall receive Net Cash Proceeds from any Asset Sale or any Recovery Event (other than any Net Cash Proceeds received in respect of ABL Priority Collateral), then the [Applicable Percentage] of such Net Cash Proceeds shall be applied within five (5) Business Days of such date to prepay outstanding Term Loans in accordance with this Section 4.2; provided, that the Borrowers shall have the option, directly or through one or more of their Restricted Subsidiaries, to reinvest such Net Cash Proceeds within one year of receipt thereof (or, if later, 180 days after the date the a Borrower or a Restricted Subsidiary thereof has entered into a binding commitment to reinvest the Net Cash Proceeds thereof prior to the expiration of such one year period) in assets useful in the business of the Borrowers and their Restricted Subsidiaries or to make Permitted Acquisitions or other Investment permitted under Section 8.6 that constitutes the acquisition by the Borrowers or any Restricted Subsidiary of the Borrowers of the outstanding Capital Stock of Persons, or of all or substantially all of the assets of Persons or of a division or line of business of Persons; provided, further, that all such Net Cash Proceeds not so reinvested within such period must be applied in accordance with this Section 4.2(c) without giving effect to the proviso herein;

(d) Amounts to be applied in connection with prepayments made pursuant to Section 4.1 and this Section 4.2 and the application of proceeds pursuant to Section 10.3 shall be applied (i) first to the fees and expenses of Administrative Agent, (ii) second to the fees and expenses of the Tranche A-1 Term Lenders under the Tranche A-1 Term Loans, (iii) third to interest with respect to the Tranche A-1 Term Loans, (iv) fourth to principal with respect to the Tranche A-1 Term Loans, (v) fifth to fees and expenses of the Tranche A-2 Term Lenders under the Tranche A-2 Term Loans, (vi) sixth to interest with respect to the Tranche A-2 Term Loans, (vii) seventh to principal with respect to the Tranche A-2 Term Loans and (viii) eighth to the

extent proceeds remain after the application pursuant to the preceding clauses (i) through (ix) inclusive, and following the payment in full of the Obligations and to the extent that the ABL Agent shall have notified the Administrative Agent that any and all obligations under the ABL Facility shall have been paid in full, to the relevant Loan Party, their successors or assigns, or as a court of competent jurisdiction may otherwise direct or as otherwise required by the Intercreditor Agreement. In carrying out the foregoing, (A) amounts received shall be applied to each category in the numerical order provided until exhausted prior to the application to the immediately succeeding category, (B) each of the Lenders and other Persons entitled to payment under any category shall receive an amount equal to its pro rata share of amounts available to be applied thereunder and (C) no payments by a Guarantor and no proceeds of Collateral of a Guarantor shall be applied to Excluded Swap Obligations of such Guarantor. Amounts to be applied to a Tranche of Term Loans in connection with prepayments made pursuant to this Section 4.2 shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.4 in a manner determined at the discretion of the Borrowing Agent and specified in the notice of prepayment (and absent such direction, in direct order of maturity).

(e) The Borrowing Agent shall deliver to the Administrative Agent (who will notify each Lender) notice of each prepayment required under this Section 4.2 not less than three Business Days prior to the date such prepayment is required to be made (each such date, a “Mandatory Prepayment Date”). Such notice shall set forth (i) the Mandatory Prepayment Date, (ii) the principal amount of each Term Loan (or portion thereof) to be prepaid and (iii) the Type of each Term Loan being prepaid. The Administrative Agent will promptly notify each Lender holding Term Loans of each Tranche being prepaid of the contents of the Borrowers’ repayment notice and of such Lender’s pro rata share of the respective Tranche of Term Loans subject to such repayment. Each such Lender holding Term Loans under a Tranche may, except in the case of any repayment of Term Loans with proceeds of Indebtedness Incurred pursuant to Section 8.1(c) or Indebtedness Incurred pursuant to Section 2.17, reject all or a portion of its pro rata share of any mandatory repayment (such declined amounts, the “Declined Proceeds”) of Term Loans of such Tranche required to be made pursuant to this Section 4.2 by providing written notice (each, a “Rejection Notice”) to the Administrative Agent and the Borrowers no later than 5:00 P.M. (New York City time) one (1) Business Day prior to the Mandatory Prepayment Date (“Initial Rejection Notice Deadline”). Each Rejection Notice from a given Lender holding Term Loans under a Tranche shall specify the principal amount of the mandatory repayment of Term Loans of such Tranche to be rejected by such Lender. If a Lender holding Term Loans under a Tranche fails to deliver such Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans of such Tranche to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans of such Tranche to which such Lender is otherwise entitled. At the option of the Borrowers, any Declined Proceeds remaining with the Borrowers with respect to a Tranche of Term Loans may be offered within 10 Business Days of the Initial Rejection Notice Deadline by the Borrowers to the Lenders holding Term Loans of such Tranche not so declining such repayment on a pro rata basis in accordance with the principal amounts of the Term Loans under such Tranche of such Lenders (with such non-declining Lenders having the right to decline any repayment with Declined Proceeds). To the extent such non-declining Lenders elect to decline their pro rata share of such Declined Proceeds following an offer from the Borrowers pursuant to the immediately preceding sentence, any such Declined Proceeds remaining thereafter (“Remaining Declined Proceeds”) shall increase the Available Amount.

(f) With respect to each repayment of Term Loans required by this Section 4.2, the Borrowing Agent (i) upon irrevocable written notice delivered to the Administrative Agent no later than Noon (New York City time) three Business Days prior thereto, in the case of LIBOR Loans, and no later than Noon (New York City time) one Business Day prior to the date of such payment, in the case of Base Rate Loans and (ii) may designate the Types of Term Loans of the respective Tranche which are to be repaid and, in the case of LIBOR Loans, the specific Borrowing or Borrowings of the respective Tranche pursuant to which such LIBOR Loans were made, provided that: (i) unless the Borrowing Agent complies with the provisions of Section 2.12, repayments of LIBOR Loans pursuant to this Section 4.2 may only be made on the last day of an Interest Period applicable thereto unless all LIBOR Loans of the respective Tranche with Interest Periods ending on such date of required repayment and all Base Rate Loans of the respective Tranche have been paid in full; (ii) if any repayment of LIBOR Loans made pursuant to a single Borrowing shall reduce the outstanding LIBOR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount applicable thereto, such Borrowing shall be automatically converted into a Borrowing of Base Rate Loans; and (iii) each repayment of any Term Loans made pursuant to a Borrowing shall be applied pro rata among such Term Loans. Notwithstanding the foregoing, at the election of the Borrowing Agent, the amount of any prepayment of Term Loans required under this Section 4.2 may be deposited in an escrow account on terms reasonably satisfactory to the Administrative Agent and applied to the prepayment of LIBOR Loans upon the expiration of the applicable Interest Period; provided, that if an Event of Default has occurred and is continuing, the Administrative Agent may, and upon the written direction from the Required Lenders, shall, apply any or all of such amounts then on deposit in such escrow account to the payment of such Term Loans, together with any amounts owing to the Lenders in accordance with the provisions of Section 2.12.

4.3 Method and Place of Payment. Except as otherwise specifically provided herein, all payments under this Agreement and under any Term Note shall be made to the Administrative Agent for the account of the Lender or Lenders entitled thereto not later than 1:00 P.M. (New York City time) on the date when due and shall be made in Dollars in immediately available funds at the Payment Office, and any payment received after such time may, in Administrative Agent's discretion, be deemed received on the next succeeding Business Day. Whenever any payment to be made hereunder or under any Term Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

4.4 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such

deductions and withholdings applicable to additional sums payable under this Section 4.4) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) The Loan Parties shall jointly and severally indemnify each Lender and the Administrative Agent, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Lender or Administrative Agent required to be withheld or deducted from a payment to such Lender or Administrative Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowing Agent by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section **Error! Reference source not found.**, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowing Agent and the Administrative Agent, at the time or times reasonably requested by the Borrowing Agent or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowing Agent or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowing Agent or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowing Agent or the Administrative Agent as will enable the Borrowing Agent or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 4.4(e)(A), (B), and (D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrowing Agent and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowing Agent or the Administrative Agent), executed

originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowing Agent and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowing Agent or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrowing Agent within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowing Agent and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowing Agent or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to

permit the Borrowing Agent or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowing Agent and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowing Agent or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowing Agent or the Administrative Agent as may be necessary for the Borrowing Agent and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 4.4(e)(D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(E) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowing Agent and the Administrative Agent in writing of its legal inability to do so.

(f) If a Loan Party pays any additional amount or makes any indemnity payment under this Section 4.4 to a Lender or the Administrative Agent and such Lender or the Administrative Agent determines in its sole discretion exercised in good faith that it has received any refund of Indemnified Taxes or Other Taxes as to which it has been indemnified by such Borrower or any Guarantor (a "Refund"), such Lender or the Administrative Agent shall pay to a Loan Party, as the case may be, such Refund (but only to the extent of indemnity payments made under this Section 4.4 with respect to Indemnified Taxes and Other Taxes giving rise to such Refund) net of all out-of-pocket expenses (including Taxes) in respect of such Refund and without interest; provided, however, that (i) any Lender or the Administrative Agent may determine, in its sole discretion exercised in good faith consistent with its policies, whether to seek a Refund; (ii) any Taxes, costs, penalties, interest or other charges that are imposed on a Lender or the Administrative Agent as a result of a disallowance or reduction of any Refund with respect to which such Lender or the Administrative Agent has made a payment to a Borrower or the Guarantor pursuant to this Section 4.4(f) (and any interest or penalties imposed thereon) shall be treated as a Tax for which a Loan Party, as the case may be, is obligated to indemnify such Lender or the Administrative Agent pursuant to this Section 4.4 without any exclusions or defenses; (iii) nothing in this Section 4.4(f) shall require any Lender or the Administrative Agent to disclose any confidential information to the Borrowers or the Guarantor (including, without limitation, its tax returns); and (iv) no Lender or the Administrative Agent shall be required to pay any amounts pursuant to this Section 4.4(f) at any time which an Event of Default exists (provided that such amounts shall be credited against amounts otherwise owed under this Agreement by a Loan Party); and (v) notwithstanding anything to the contrary in this Section 4.4(f), in no event will the Lender or Administrative Agent be required to pay any amount to the Borrowers or Guarantors the payment of which would place the Lender or

Administrative Agent in a less favorable net after-tax position than the Lender or Administrative Agent would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid.

SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Term Loans, each of the Loan Parties hereby jointly and severally represents and warrants, (a) on the Closing Date, that the representations and warranties set forth below are true and correct in all material respects (without duplication of any materiality qualifiers set forth therein), and (b) on every date thereafter on which an extension of credit occurs, or the representation and warranties set forth are deemed to be made pursuant to Section 2.15 (*provided* that, in cases where the proceeds of the Incremental Term Loans shall be applied to finance a Permitted Acquisition or other Investments permitted under Section 8.6, the only representations and warranties that shall be made are the customary “specified representations” and “specified acquisition agreement representations”), 2.16 or 2.17, to the Administrative Agent and each Lender that:

5.1 Financial Condition.

(a) The unaudited pro forma consolidated balance sheet and related statement of income of the Company and its Subsidiaries as at [____], 2017 (the “Pro Forma Financial Information”), copies of which have heretofore been furnished to each Lender, have been prepared giving effect (as if such events had occurred on such date) to (i) the consummation of the Transaction, (ii) the Term Loans to be made (or deemed made) on the Closing Date and the use of proceeds thereof and (iii) the payment of fees and expenses on the Closing Date in connection with the foregoing. The Pro Forma Financial Information presents fairly in all material respects on a pro forma basis the estimated results of operations of Holdings and its Restricted Subsidiaries as at [____], 2017 assuming that the events specified in the preceding sentence had actually occurred at such date.

(b) The audited consolidated balance sheets of the Company and its Subsidiaries as at January 30, 2015 and January 30, 2016, and the related consolidated statements of income, stockholders’ equity and cash flows for the fiscal years ended on January 30, 2015 and January 30, 2016, reported on by and accompanied by an unqualified report as to going concern or scope of audit from Deloitte & Touche LLP, copies of which have heretofore been furnished to each Lender, present fairly in all material respects the consolidated financial condition of the Company and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of the Company and its Subsidiaries at [____], 2017 and the related consolidated statements of income and cash flows and changes in shareholders’ equity of the Company and its Subsidiaries for the fiscal quarter ended [____], 2017, copies of which have heretofore been furnished to each Lender, present fairly in all material respects the consolidated financial condition of the Company and its Subsidiaries at the date of such financial statements and the results for the period covered thereby, subject to year-end adjustments and the absence of footnotes. All such financial statements, including the related

schedules and notes thereto, have been prepared in accordance with GAAP (without giving effect to the parenthetical set forth in the definition thereof) applied consistently throughout the periods involved (except for the lack of footnotes and being subject to year-end adjustments). To the knowledge of the Loan Parties none of Holdings or any of its Restricted Subsidiaries has, as of the Closing Date after giving effect to the Transaction and excluding obligations under the Loan Documents, any material liabilities or obligations of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which are not reflected in the most recent financial statements referred to in this paragraph as a result of any change, event, development, circumstance, condition or effect during the period from January 30, 2013 to and including the Closing Date.

5.2 No Change. Since the Petition Date, there has been no change in the financial condition, business, operations, or properties of Holdings and/or its Restricted Subsidiaries that has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.3 Existence; Compliance with Law. Each of Holdings, the Borrowers and each other Restricted Subsidiary (a) is duly organized, validly existing and in good standing (to the extent such concept exists) under the laws of the jurisdiction of its organization except, solely in the case of any Restricted Subsidiary of any Borrowers that is not a Loan Party, where the failure to be duly organized, validly existing or in good standing could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged except where the failure to have such power, authority or legal right could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except where the failure to be so qualified or in good standing could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect and (d) is in compliance with all Requirements of Law, except to the extent that the failure to comply therewith could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4 Power; Authorization; Enforceable Obligations. After giving effect to the Confirmation Order and the Plan of Reorganization, each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrowers, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrowers, to authorize the extensions of credit on the terms and conditions of this Agreement and to authorize the other Transaction. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws

affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.5 Consents. No Governmental Approval or consent or authorization of, filing with, notice to or other act by or in respect of, any other Person is required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except (i) Governmental Approvals, consents, authorizations, filings and notices that have been obtained or made and are in full force and effect, (ii) the filings referred to in Section 5.19 and (iii) those, the failure of which to obtain or make could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.6 No Legal Bar; Approvals. After giving effect to the Confirmation Order and the Plan of Reorganization, the execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof (i) will not violate, or conflict with, any Requirement of Law or any Contractual Obligation of Holdings or any of its Restricted Subsidiaries except such violations or conflicts as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law, any Organizational Documents of Holdings or any of its Restricted Subsidiaries or any Contractual Obligation of Holdings of or any of its Restricted Subsidiaries (other than the Liens created by the Security Documents or created by the ABL Facility Documents), except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (iii) will not violate, or conflict with, the Organizational Documents of Holdings or any of its respective Restricted Subsidiaries. Each of Holdings and each of its Restricted Subsidiaries is in compliance with all Requirements of Law, except such non-compliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.7 Litigation. After giving effect to the Confirmation Order and the Plan of Reorganization, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of any Loan Party, threatened (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.8 No Default. No Default or Event of Default has occurred and is continuing or would immediately result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.9 Ownership of Property; Liens. After giving effect to the Confirmation Order and the Plan of Reorganization, each of Holdings and each of its Restricted Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for Liens permitted by Section 8.2 and except where the failure to have such title or interests could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.10 Intellectual Property. Except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (a) the Loan Parties own and have properly recorded including full payment of all maintenance and renewal fees, or are licensed to use, pursuant to valid and enforceable written agreements, all Intellectual Property used in the conduct of the business of Holdings and its Restricted Subsidiaries as currently conducted, (b) no claim has been asserted and is pending by any Person challenging or questioning any Loan Party's use of any Intellectual Property or the validity or effectiveness of any Loan Party's Intellectual Property or alleging that the conduct of any Loan Party's business infringes or violates the rights of any Person, nor does Holdings or the Borrowers know of any valid basis for any such claim and (c) to the knowledge of the Loan Parties, no Person is infringing, violating or misappropriating any Loan Party's rights to any Intellectual Property.

5.11 Taxes. Each of Holdings and each of its Restricted Subsidiaries has filed or caused to be filed all Tax returns that are required to be filed and has paid all Taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other Taxes imposed on it or any of its property by any Governmental Authority (other than any (i) Taxes the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of Holdings or the relevant Restricted Subsidiary or (ii) with respect to which the failure to make such filing or payment could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect). No Tax Lien has been filed, and, to the knowledge of any of the Loan Parties, no audit, deficiency, assessment or other claim is being threatened in writing, with respect to any Taxes other than Liens or claims which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.12 Use of Proceeds; Margin Regulations. (a) [Reserved].

(b) All proceeds of Incremental Term Loans will be used for the working capital, capital expenditures and other general corporate purposes (including Investments and Restricted Payments) of Holdings and its Restricted Subsidiaries.

(c) All proceeds of Term Loans Incurred pursuant to (i) Section 2.16 will be used for the purposes set forth in Sections 2.16 and (ii) Section 2.17 will be used for the purposes set forth in Section 2.17.

(d) No part of any Term Loan (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. Neither the making of any Term Loan nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

5.13 Labor Matters. Except as, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect: (a) there are no strikes, slowdowns, stoppages, unfair labor practice charges or other labor disputes against any of Holdings or any of its Restricted pending or, to the knowledge of any Loan Party, threatened; (b) hours worked by and payment made to employees of each of Holdings and each of its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such

matters and there are no other violations of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with wage and hour matters; and (c) all payments due from any of Holdings or any of its Restricted Subsidiaries on account of employee health and welfare insurance have been paid or accrued as a liability on the books of Holdings or the relevant Restricted Subsidiary. The consummation of the Transaction will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Holdings or any of its Restricted Subsidiaries is bound.

5.14 ERISA.

(a) Except as, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect:

(i) neither a Reportable Event nor a failure to meet the minimum funding standards of Section 412 or 430 of the Code or Section 302 or 303 of ERISA has occurred with respect to any Single Employer Plan or Multiemployer Plan during the five-year period prior to the date on which this representation is made or deemed made;

(ii) no Plan has applied for or received a waiver of the minimum funding standard or an extension of any amortization period within the meaning of Section 412 of the Code or Section 302 or 304 of ERISA;

(iii) each Plan has complied and is in compliance in form and operation with its terms and with the applicable provisions of ERISA and the Code (including without limitation the Code provisions compliance with which is necessary for any intended favorable tax treatment) and all other applicable laws and regulations;

(iv) no determination has been made that any Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA;

(v) all contributions required to be made with respect to a Plan or a Multiemployer Plan have been timely made or have been reflected on the most recent consolidated balance sheet filed prior to the date hereof or accrued in the accounting records of any Borrower, in accordance with and to the extent required by GAAP;

(vi) the administrator of a Plan has not provided a notice of intent to terminate such Plan pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a Plan amendment referred to in Section 4041(e) of ERISA) and no termination of a Plan has occurred, no proceedings have been instituted by the PBGC to terminate or appoint a trustee to administer any Single Employer Plan, and no Lien in favor of the PBGC or a Plan has arisen

(vii) none of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity has had or is reasonably expected to have a complete or partial withdrawal from any Multiemployer Plan and none of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity would become or would reasonably be expected to become subject to any material liability under ERISA if Holdings, any

such Borrowers, any such Subsidiary or any such Commonly Controlled Entity were to withdraw partially or completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made;

(viii) no such Multiemployer Plan is or is reasonably expected to be in Reorganization or Insolvent and none of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity has received any notice, and no Multiemployer Plan has received from Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity any notice that a Multiemployer Plan is in or is reasonably expected to be in endangered or critical status under Section 432 of the Code or Section 305 of ERISA;

(ix) each Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code or is comprised of a master or prototype plan that has received a favorable opinion letter from the IRS, and, nothing has occurred since the date of such determination that would adversely affect such determination (or, in the case of a Plan with no determination, nothing has occurred that would adversely affect the issuance of a favorable determination letter or otherwise adversely affect such qualification); and

(x) there has been no cessation of operations at a facility of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity in the circumstances described in Section 4062(e) of ERISA; and

(xi) none of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity has engaged in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA with respect to a Plan, and none of Holdings, the Borrowers, any Subsidiary nor any Commonly Controlled Entity has incurred any liability under Title IV of ERISA with respect to any Plan or any Multiemployer Plan (other than premiums due and not delinquent under Section 4007 of ERISA).

(b) There are no actions, suits or claims pending against or involving a Plan (other than routine claims for benefits) or, to the knowledge of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity, threatened, which would reasonably be expected to be asserted successfully against any Plan and, if so asserted successfully, could reasonably be expected either singly or in the aggregate to result in a Material Adverse Effect.

(c) Except as, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (i) each Non-U.S. Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) all contributions required to be made with respect to a Non-U.S. Plan as of the Closing Date have been timely made, and (iii) none of Holdings, the Borrowers or any Subsidiary has incurred any obligation in connection with the termination of, or withdrawal from, any Non-U.S. Plan.

5.15 Investment Company Act. Neither Holdings nor any of its Restricted Subsidiaries is an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended.

5.16 Subsidiaries. As of the Closing Date and after giving effect to the Transaction, Schedule 5.16 sets forth the name and jurisdiction of organization of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by Holdings or any of its Subsidiaries and whether such Subsidiary is an Immaterial Subsidiary or a Subsidiary Guarantor.

5.17 Environmental Matters. Except as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties currently and, to the knowledge of any Loan Party, formerly owned, leased or operated by Holdings or any of its Restricted Subsidiaries (the “Properties”) do not contain any Materials of Environmental Concern in amounts or concentrations or under circumstances so as has given rise to or would give rise to liability of Holdings or any of its Restricted Subsidiaries under, any Environmental Law;

(b) no Loan Party has received any written notice of violation, alleged violation, non-compliance, liability or potential liability under or compliance with Environmental Laws with regard to any of the Properties or the business operated by Holdings or any of its Restricted Subsidiaries, nor does any Loan Party have knowledge that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been Released, transported or disposed of from the Properties by or on behalf of Holdings or any of its Restricted Subsidiaries in violation of, or in a manner or to a location that has given rise to or would give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been Released, generated, treated, stored or disposed of at, on or under any of the Real Properties or by Holdings or any of its Restricted Subsidiaries in violation of, or in a manner that has given rise to or would give rise to liability under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of any Loan Party, threatened, under any Environmental Law to which Holdings or any of its Restricted Subsidiaries is named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Real Properties or the business operated by Holdings or any of its Restricted Subsidiaries;

(e) to the knowledge of any Loan Party, there are no past or present actions, activities, circumstances, conditions, events or incidents with respect to the Properties or the business operated by Holdings or any of its Restricted Subsidiaries, including, without limitation, the Release, emission, discharge, presence or disposal of any Material of Environmental Concern, that could form the basis of any judicial proceeding or governmental or administrative action against Holdings or any of its Restricted Subsidiaries or against any person or entity whose liability for any such action or order Holdings or any of its Restricted Subsidiaries has

retained or assumed either contractually or by operation of law, or otherwise result in any costs, liabilities or restrictions on ownership, occupancy, use or transferability of any property under Environmental Law; and

(f) Holdings, its Restricted Subsidiaries, the Real Property and all operations at the Real Property are in compliance with all applicable Environmental Laws.

The representations and warranties in this Section 5.17 are the sole representations and warranties of the Loan Parties with respect to any environmental, health or safety matters, including those relating to Environmental Laws or Materials of Environmental Concern.

5.18 Accuracy of Information, etc. No written data (other than information of a general economic or general industry nature) concerning Holdings or any of its Restricted Subsidiaries contained in this Agreement, any other Loan Document or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, data document or certificate was so furnished, when taken as a whole, any untrue information or data of a fact in any material respect or omitted to state a fact necessary to make the information or data contained herein or therein not misleading in any material respect. The pro forma financial information, taken as a whole, contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of Holdings in good faith to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact, forecasts and projections are subject to uncertainties and contingencies, actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount and no assurance can be given that any forecast or projections will be realized. As of the Closing Date, there is no fact known to any Loan Party which such party has not disclosed to Houlihan, the Administrative Agent, the Lenders or the Bankruptcy Court with respect to the Transactions which would reasonably be expected to have a Material Adverse Effect.

5.19 Security Documents.

(a) Each of the Security Documents is effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest (subject to Liens permitted hereunder) in the Collateral described therein and proceeds thereof, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. In the case of (i) the Capital Stock described in the Security Agreement that are securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the New York UCC or the corresponding code or statute of any other applicable jurisdiction ("Certificated Securities"), when certificates representing such Capital Stock are delivered to the Collateral Agent along with instruments of transfer in blank or endorsed to the Collateral Agent, and (ii) the other Collateral described in clause (i) constituting personal property described in the Security Agreement, when financing statements and other filings, agreements and actions specified on Schedule 5.19(a) in appropriate form are executed

and delivered, performed or filed in the offices specified on Schedule 5.19(a), as the case may be, the Collateral Agent, for the benefit of the Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in all Collateral that may be perfected by filing, recording or registering a financing statement or analogous document and the proceeds thereof (to the extent such Liens may be perfected by possession of the Certificated Securities by the Collateral Agent or such filings, agreements or other actions or perfection is otherwise required by the terms of any Loan Document), as security for the Obligations, in each case prior and superior in right to any other Person (except, in the case of Liens permitted hereunder). Other than as set forth on Schedule 5.19(a), as of the Closing Date, none of the Capital Stock of the Borrowers or any Subsidiary Guarantor that is a limited liability company or partnership is a Certificated Security.

(b) Each of the Mortgages delivered pursuant to Section 7.8(b) is, or upon execution and recording will be, effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. When the Mortgages are recorded in the recording offices for the applicable jurisdictions in which the Mortgaged Properties are located, each such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Mortgaged Properties and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person other than holders of Liens permitted hereunder. The UCC fixture filings on form UCC-1 for filing under the UCC in the appropriate jurisdictions in which the Mortgaged Properties covered by the applicable Mortgages are located, will be effective upon filing to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in the fixtures created by the Mortgages and described therein, and when the UCC fixture filings are filed in the recording offices for the applicable jurisdictions in which the Mortgaged Properties are located, each such UCC fixture filing shall constitute a fully perfected security interest in the fixtures, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person other than holders of Liens permitted hereunder. Schedule 5.19(b) lists, as of the Closing Date, each parcel of owned real property located in the United States and held by Holdings or any of its Restricted Subsidiaries, noting thereon each such property that has a fair market value, in the reasonable opinion of Holdings, in excess of \$10,000,000.

5.20 Solvency. After giving effect to the Confirmation Order and the Plan of Reorganization, the Borrowing Agent and its Subsidiaries, on a consolidated basis, are, and after giving effect to the Transaction and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith and the other transactions contemplated hereby and thereby, will be, Solvent.

5.21 Patriot Act; OFAC.

(a) To the extent applicable, each of Holdings and its Restricted Subsidiaries is in compliance, in all material respects, with the Patriot Act.

(b) Holdings represents that neither Holdings nor any of its Restricted Subsidiaries nor any director, officer, or employee thereof, nor, to its knowledge, any, agent, affiliate or representative of Holdings or any Restricted Subsidiary, is an individual or entity that is, or is owned or controlled by a Person that is:

(i) listed in the annex to, or it otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the “Executive Order”);

(ii) listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) prohibited from dealing or otherwise engaging in any transaction by any laws with respect to terrorism or money laundering;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;

(v) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations Security Council, the European Union or Her Majesty’s Treasury (“HMT”), (collectively, “Sanctions”),

(vi) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea and Syria).

(c) Holdings represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(i) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(ii) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

5.22 Business and Property of the Loan Parties. Upon and after the Closing Date, no Loan Party nor any of their Subsidiaries proposes to engage in any business other than those businesses in which such entity is engaged on the date of this Agreement or that are reasonably related thereto (including any expansion of businesses in which such entity is engaged on the date of this Agreement) and activities necessary to conduct the foregoing. On the Closing Date the Loan Parties and their Subsidiaries will own all the property and possess all of the rights and consents necessary for the conduct of such businesses.

SECTION 6.
CONDITIONS PRECEDENT

6.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it under this Agreement on the Closing Date is subject to the satisfaction or waiver in accordance with Section 12.12, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Borrowers, Holdings, and each Subsidiary Guarantor and each Person listed on Schedule I, (ii) the Security Agreement, executed and delivered by each Loan Party party thereto, (iii) the ABL/Term Loan Intercreditor Agreement executed and delivered by the Collateral Agent and the ABL Agent (in its capacity as collateral agent under the ABL Facility Documents) and a duly authorized officer of each Loan Party, (iv) each other Security Document executed and delivered by each Loan Party party thereto to the extent required to be delivered on the Closing Date and (v) for the account of each of the Lenders that has requested same at least one Business Day prior to the Closing Date, the appropriate Term Note executed and delivered by the Borrowers.

(b) No Default. Borrowers and each other Loan Party shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and, at the time of and immediately after giving effect to any Borrowing and the application of the proceeds thereof, no Default shall have occurred and be continuing on such date.

(c) [Reserved].

(d) Insurance Certificates. The Administrative Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 7.5 and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a customary lender's loss payable endorsement and to name the Administrative Agent as additional insured, in form and substance satisfactory to the Required Lenders.

(e) Transaction. Concurrently with the deemed funding of the Initial Term Loans hereunder and the ABL Facility Loans pursuant to the ABL Facility Documents, the Transaction shall have been consummated.

(f) Pro Forma Financial Information; Financial Statements. The Lenders shall have received (i) the Pro Forma Financial Information and (ii) the historical financial statements described in Section 5.1(b). [The Administrative Agent and each of the Lenders acknowledge that the Pro Forma Financial Information and the audited historical financial statements referred to in Section 5.1(b) were received prior to the Closing Date].

(g) Fees. On the Closing Date, the Lenders and the Administrative Agent shall have received all Fees and other amounts due and payable on or prior to the Closing Date, including all reasonable and documented (in summary form) out-of-pocket fees, costs,

disbursements and expenses of (i) the Agents including, without limitation, all amounts owing under the Administrative Agent Fee Letter (limited, in the case of counsel, to all reasonable fees, costs, disbursements and expenses of the Agents' outside counsel, Norton Rose Fulbright US LLP ("NRF")), and (ii) the Lenders including, without limitation, all amounts owing under the Tranche A-1 Fee Letter (limited, in the case of counsel, financial advisors and other outside professional advisors to all reasonable fees, costs, disbursements and expenses of the Lenders' outside counsels, Akin Gump Strauss Hauer & Feld LLP ("Akin") and King & Spalding LLP ("K&S") and (iii) Houlihan Lokey Capital, Inc. ("Houlihan"), as financial advisor to the Lenders (pursuant to that certain letter of engagement dated as of January 26, 2017, by and between K&S, the Borrowers and Houlihan, and (iv) any other professional advisors retained by the Administrative Agent, or the Lenders or their respective counsel, including the fees, charges and disbursements of one firm of local counsel for the Administrative Agent, the Collateral Agent or the Lenders and other professional advisors, all of which shall have been paid in full in cash, to the extent invoiced to the Borrowers no later than one (1) Business Day prior to the Closing Date.

(h) Closing Certificates; Organizational Documents; Good Standing Certificates. The Administrative Agent shall have received a certificate of each Loan Party, dated the Closing Date signed by the Secretary or any Assistant Secretary of such Loan Party and attested to by an Authorized Officer of such Loan Party, with the following insertions and attachments: (i) certified organizational authorizations, incumbency certifications, the certificate of incorporation or other similar organizational document of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and bylaws or other similar organizational document of each Loan Party certified as being in full force and effect on the Closing Date, (ii) a good standing certificate (long form, to the extent available) for each Loan Party from its jurisdiction of organization and (iii) a Perfection Certificate of each Loan Party, dated as of the Closing Date, signed by an Authorized Officer of such Loan Party.

(i) Legal Opinions. The Administrative Agent shall have received a legal opinion of Kirkland & Ellis LLP, special counsel to the Loan Parties which opinion shall be addressed to the Administrative Agent, the Collateral Agent and the Lenders and shall be in form and substance reasonably satisfactory to the Administrative Agent and Required Lenders.

(j) Perfected Liens.

(i) Except as set forth on Schedule 7.17, the Collateral Agent shall have obtained a valid security interest in the Collateral covered by the Security Agreement (to the extent and with the priority contemplated therein and in the ABL/Term Loan Intercreditor Agreement); and all documents, instruments, filings, recordings and searches reasonably necessary in connection with the perfection (to the extent required by the terms of any Loan Document) and, in the case of the filings with the United States Patent and Trademark Office and the United States Copyright Office, protection of such security interests shall have been executed and delivered or made, or, in the case of UCC filings, written authorization to make such UCC filings shall have been delivered to the Collateral Agent.

(ii) The Administrative Agent shall have received (A) the Certificated Securities pledged pursuant to the Security Agreement, together with an undated stock power for each such Certificated Security executed in blank by a duly Authorized Officer of the pledgor thereof, and (B) each promissory note (if any) required to be pledged to the Administrative Agent pursuant to the Security Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(k) UCC Filings. The Administrative Agent shall have received copies of recent Lien and judgment searches in each jurisdiction reasonably requested by the Administrative Agent with respect to the Loan Parties (none of which shall cover any of the Collateral except (x) to the extent evidencing Liens permitted under Section 8.2 or (y) those which are to be discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent (at the direction of the Required Lenders).

(l) Solvency Certificate. The Administrative Agent shall have received a solvency certificate from the chief financial officer of the Borrowers in the form of Exhibit J, which demonstrates that the Borrowing Agent and its Restricted Subsidiaries, on a consolidated basis, are, and immediately after giving effect to the Confirmation Order and the Transaction and the other transactions contemplated hereby, will be, Solvent.

(m) Mortgage Certificates. The Administrative Agent and the Lenders shall have received, with respect to all Mortgaged Property, (i) a flood hazard certificate acceptable to the Lenders in their sole discretion and (ii) an insurance certificate confirming that the relevant Loan Party has obtained flood insurance satisfactory to the Lenders in their sole discretion.

(n) Patriot Act. The Administrative Agent and the Lenders shall have received, at least five days prior to the Closing Date, all documentation and other information about the Borrowers and the Guarantors as has been reasonably requested in writing at least ten days prior to the Closing Date by the Administrative Agent and such Lenders that they reasonably determine is required by Governmental Authorities under applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act.

(o) Representations and Warranties. The representations and warranties set forth herein shall be true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (without duplication of any materiality qualifiers set forth therein) as of such earlier date.

(p) No MAE. Since the Petition Date, there has been no change, event, development, circumstance, condition or effect that individually or in the aggregate has had, or would reasonably be expected to have, a Material Adverse Effect.

(q) Confirmation Order. The Confirmation Order shall have been entered in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders and shall not have been vacated, reversed, modified, amended or stayed.

(r) Closing Date. All conditions precedent to the “Effective Date” under and as defined in the Plan of Reorganization (other than the occurrence of the Closing Date hereunder) shall have been satisfied or duly waived.

(s) Plan of Reorganization. The Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent and the Required Lenders (i) demonstrating the satisfaction of any transaction contemplated by the Plan of Reorganization to occur on the effective date of the Plan of Reorganization and (ii) no motion, action or proceeding by any creditor or other party-in-interest to the Chapter 11 Cases which could materially adversely affect the Plan of Reorganization, the consummation of the Plan of Reorganization, the business or operations of the Loan Parties or the transactions contemplated by the Loan Documents, as determined by the Required Lenders in good faith, shall be pending.

(t) Officer’s Certificate. On the Closing Date, the Administrative Agent shall have received a certificate, in form reasonably acceptable to the Administrative Agent, dated the Closing Date and signed on behalf of each Borrower by the chairman of the board, the chief executive officer, the president, the chief financial officer or any vice president of such Borrower, certifying on behalf of such Borrower that, taking into account the penultimate paragraph of this Section 6.1, (i) all of the conditions in clauses (b), (e), (f), (n) and (o) of this Section 6.1 have been satisfied or waived on such date (other than any certification that any such conditions have been satisfied or waived to the extent subject to the satisfaction of the Administrative Agent or the Lenders) and (ii) either (x) all necessary governmental approvals and/or governmental consents in connection with the Transaction, the other transactions contemplated hereby and the granting of Liens under the Loan Documents have been obtained and remain in effect or (y) that no consents, licenses or approvals of any Governmental Authority are required in connection with the execution, delivery and performance by the Borrowers under the Loan Documents to which it is a party other than those that have been obtained and remain in effect.

In determining the satisfaction of the conditions specified in this Section 6.1, to the extent any item is required to be satisfactory to any Lender, such item shall be deemed satisfactory to each Lender which has not notified the Administrative Agent in writing prior to the occurrence of the Closing Date that the respective item or matter does not meet its satisfaction. Upon the deemed initial funding of the Initial Term Loans, then the Closing Date shall have been deemed to have occurred, regardless of any subsequent determination that one or more of the conditions thereto had not been met (although the occurrence of the Closing Date shall not release Holdings or the Borrowers from any liability for failure to satisfy one or more of the applicable conditions contained in this Section 6.1).

The acceptance of the benefits of each extension of credit hereunder shall constitute a representation and warranty by Holdings and the Borrowers to the Administrative Agent and each of the Lenders that all the conditions specified in this Section 6.1 (with respect to extensions of credit on the Closing Date) and applicable to such extensions of credit are satisfied as of that time, unless waived in accordance with Section 12.12. All of the Term Notes, certificates, legal opinions and other documents and papers referred to in this Section 6.1, unless otherwise specified, shall be delivered to the Administrative Agent at the Notice Office for the account of each of the Lenders.

SECTION 7.
AFFIRMATIVE COVENANTS

Holdings and the Borrowing Agent hereby jointly and severally agree that, until all Term Loan Commitments have been terminated and the principal of and interest on each Term Loan, all fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than contingent indemnification and reimbursement obligations for which no claim has been made), each of Holdings and the Borrowing Agent shall, and shall cause each of its Restricted Subsidiaries to:

7.1 Financial Statements. Furnish to the Administrative Agent (who shall promptly furnish to each Lender):

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of the Borrowing Agent (or, for the fiscal year ended January 31, 2017, on or prior to December 31, 2017), (i) a copy of the audited consolidated balance sheet of the Borrowing Agent and its Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year (to the extent available with respect to any fiscal quarter or fiscal year ended prior to, or a portion of which occurs prior to, the Closing Date) and certified by an independent certified public accountants of recognized national standing, together with an opinion of such accounting firm (which opinion shall be without a “going concern” qualification (other than, (i) with respect to such financial statements for the fiscal year ending on January 30, 2018, any such qualification or exception related to the Chapter 11 Cases or (ii) any such qualification to the “going concern” opinion that is solely resulting from the impending Maturity Date or the final stated maturity of any Indebtedness permitted hereunder) or exception and without any qualification or exception as to scope of audit), and (ii) management’s discussion and analysis with respect to such financial statement, including (to the extent available with respect to any fiscal year ended prior to, or a portion of which occurs prior to, the Closing Date) comparisons to the comparable periods in previous years;

(b) as soon as available, but in any event not later than 45 days after the end of the first three fiscal quarter of Borrowing Agent of each fiscal year, (i) the unaudited consolidated balance sheet of the Borrowing Agent and its Subsidiaries and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, certified by an Authorized Officer as fairly stating in all material respects the financial position of the Borrowing Agent and its Subsidiaries and, in accordance with GAAP for the period covered thereby (subject to normal year end audit adjustments and the absence of footnotes) and (ii) management’s discussion and analysis with respect to such financial statement, including (to the extent available with respect to any fiscal quarter ended prior to, or a portion of which occurs prior to, the Closing Date) comparisons to the comparable periods in previous years and budgeted amounts, including (to the extent available with respect to any fiscal quarter ended prior to, or a portion of which occurs prior to, the Closing Date) comparisons to the comparable periods in previous years; and

(c) concurrently with the delivery of any financial statements pursuant to Sections 7.1(a) and (b) above, a reconciliation statement or other statement reasonably

acceptable to the Administrative Agent reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements.

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and (except as otherwise provided below) in accordance with GAAP applied consistently (except to the extent any such inconsistent application of GAAP has been approved by such accountants (in the case of clauses (a) and (b) above) or Authorized Officer (in the case of clause (b) above), as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods.

7.2 Certificates; Other Information. Furnish to the Administrative Agent (other than in the case of clause (f) below, who shall promptly furnish to each Lender), or, in the case of clause (e) below, the Administrative Agent or requesting Lender, as the case may be:

(a) Promptly upon the request of the Administrative Agent, in connection with the delivery of any financial statements or other information pursuant to Section 7.1 or this Section 7.2, confirmation of whether such statements or information contain any Private Lender Information. Holdings, the Borrowing Agent and each Lender acknowledge that certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowing Agent, Holdings, their respective Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to Section 7.1 or this Section 7.2 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant secure website or other information platform (the “Platform”), any document or notice that the Borrowing Agent has indicated contains Private Lender Information shall not be posted on that portion of the Platform designated for such public-side Lenders. If the Borrowing Agent has not indicated whether a document or notice delivered pursuant to Section 7.1 or this Section 7.2 contains Private Lender Information, the Administrative Agent reserves the right to post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive Private Lender Information with respect to the Borrowing Agent, Holdings, their respective Subsidiaries and their securities. Holdings and the Borrowing Agent further acknowledge and agree, at the reasonable request of the Administrative Agent, to assist in the preparation of a version materials and presentations to be used in connection with the syndication of the Term Facility to potential Lenders who do not wish to receive Private Lender Information, consisting exclusively of Public Lender Information;

(b) concurrently with the delivery of any financial statements pursuant to Sections 7.1(a), (b) and (c) other than with respect to any period ending prior to the Closing Date, a Compliance Certificate (i) stating that, to the best of the Authorized Officer’s knowledge, Holdings and its Restricted Subsidiaries during such period has observed or performed all of its covenants and other agreements contained in this Agreement or the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and such Authorized Officer has obtained no knowledge of any Event of Default except as specified in such Compliance Certificate, (ii) to the extent not previously disclosed to the Administrative Agent, a description of any change in the jurisdiction of organization of any Loan Party, (iii) a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a mandatory prepayment under Section 4.2, (iv) certifying a list of names of all Immaterial Subsidiaries, that each Subsidiary set forth on such list individually qualifies as an

Immaterial Subsidiary and that all such Subsidiaries in the aggregate do not exceed the limitation set forth in clause (ii) of the definition of the term “Immaterial Subsidiary”, (v) certifying a list of names of all Unrestricted Subsidiaries and that each Subsidiary set forth on such list individually qualifies as an Unrestricted Subsidiary, (vi) setting forth the Total Leverage Ratio calculated on a Pro Forma Basis, for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination with the calculation thereof in reasonable detail (v) solely in the case of financial statements delivered pursuant to Section 7.1(a), setting forth the Consolidated Capital Expenditure, the amount of Excess Cash Flow for such fiscal year and the applicable ECF Percentage for such fiscal year, in each case, together with the calculation thereof in reasonable detail;

(c) as soon as available, and in any event no later than 120 days after the end of each fiscal year of Holdings, a budget of Holdings and its Restricted Subsidiaries for the then-current fiscal year, containing, among other things, a pro forma balance sheet, statement of income and statement of cash flows for each quarter of such fiscal year, which budget shall be based on reasonable estimates, information and assumptions that are reasonable at the time in light of the circumstances then existing, it being understood that projections are subject to uncertainties and there is no assurance that any projections will be realized;

(d) promptly after Holdings’ or any of its Restricted Subsidiaries’ receipt thereof, a copy of any “management letter” received from its certified public accountants and management’s response thereto;

(e) promptly following the Administrative Agent’s or any Lender’s request therefor, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering or terrorist financing rules and regulations, including the Patriot Act; and

(f) as promptly from time to time following the Administrative Agent’s request therefor, such other information regarding the operations, business affairs and financial condition of Holdings, the Borrowing Agent or any Restricted Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent may reasonably request.

7.3 Payment of Taxes. Pay and discharge all material Taxes imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful material claims which, if unpaid, might become a Lien upon any of its properties; provided that Holdings, the Borrowers and their Restricted Subsidiaries shall not be required to pay any such Tax or Tax claim (i) which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP and (ii) with respect to which the failure to make such payment could not reasonably be expected to have a Material Adverse Effect.

7.4 Maintenance of Existence; Compliance. (a) (i) Preserve, renew and keep in full force and effect its organizational existence under the laws of its jurisdiction of organization or formation and (ii) take all reasonable action to maintain or obtain all Governmental Approvals and all other all rights, privileges and franchises, in each case necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted hereunder and

except, (x) in the case of clause (i) (in respect of Restricted Subsidiaries that are not Loan Parties) and (ii) above, to the extent that failure to do so could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (y) in connection with a transaction permitted by Sections 8.3 and 8.4; (b) comply in all material respects with all Requirements of Law (including Environmental Laws) except to the extent that failure to comply therewith could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) comply with all Governmental Approvals except to the extent that failure to do so could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

7.5 Maintenance of Property; Insurance.

(a) (i) Keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, except to the extent the failure to do so could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (ii) preserve or renew all of its Intellectual Property, except to the extent (x) such Intellectual Property is no longer used in the conduct of the business of the Loan Parties, (y) the Borrowing Agent determines in its good faith business judgment that it is not commercially reasonable to preserve or renew such Intellectual Property, taken as a whole, or (z) such non-renewal or non-preservation is otherwise permitted under this Agreement or the other Loan Documents, (iii) maintain with financially sound and reputable insurance companies, insurance with respect to its properties and businesses in a manner consistent with industry practice for companies similarly situated owning similar properties and engaged in similar businesses (it being agreed by the Administrative Agent that the insurance policies, the amounts of coverage and the companies used by the Loan Parties and their Subsidiaries on the Closing Date are satisfactory to the Administrative Agent and that, solely to the extent and in the amounts and manner in place on the Closing Date in all material respects as set forth on Schedule 7.5, the Loan Parties and their Subsidiaries may continue to use self insurance to satisfy the requirements in this Section 7.5 and that, as of the Closing Date, such self insurance program complies with the requirements in this Section 7.5), and (iv) ensure that subject to the ABL/Term Loan Intercreditor Agreement at all times the Collateral Agent for the benefit of the Secured Parties, shall be named as an additional insured with respect to liability policies (other than worker's compensation policies and public liability policies) and the Collateral Agent for the benefit of the Secured Parties and shall be named as loss payee with respect to the property insurance (other than public property policies) maintained by the Borrowing Agent and each Subsidiary Guarantor.

(b) Subject to the ABL/Term Loan Intercreditor Agreement, Holdings will, and will cause each of its Restricted Subsidiaries to, at all times keep its property constituting Collateral insured in favor of the Collateral Agent as loss payee and/or additional insured (subject to the exceptions in the immediately preceding paragraph), as applicable, and all policies or certificates (or certified copies thereof) with respect to such insurance (and any other insurance maintained by Holdings and/or such Restricted Subsidiaries) (i) shall be endorsed to the Collateral Agent's reasonable satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as loss payee and/or additional insured, as applicable) and (ii) shall state that such insurance policies shall not be canceled without at least thirty (30) days' prior written notice (or if such cancellation is by reason of nonpayment of

premium, at least ten (10) days' prior written notice) thereof by the respective insurer to the Collateral Agent (unless it is such insurer's policy not to provide such a statement).

7.6 Inspection of Property; Books and Records; Discussions. Keep proper books of records and accounts in which entries full, true and correct in all material respects in conformity with all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and from which financial statements conforming with GAAP can be derived and (ii) permit, at the Borrowers' expense, representatives of the Administrative Agent (and, if a Lender requests to accompany the Administrative Agent, such Lender) to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal business hours, upon reasonable prior notice, and as often as may reasonably be desired and to discuss the business, operations, properties and financial condition of Holdings and its Restricted Subsidiaries with employees of the Borrowers and its Restricted Subsidiaries and with the independent certified public accountants of Holdings and its Restricted Subsidiaries so long as the Borrowers shall have been given the reasonable opportunity to participate in such discussions; provided, that notwithstanding the foregoing, (i) any such visit or inspection shall be conducted through the Administrative Agent, (ii) unless an Event of Default shall have occurred and be continuing, such visits and inspections shall be limited to two (2) times in any twelve month period and only one (1) such time shall be at the Borrowers' expense and (iii) nothing in this Section 7.6 shall require Holdings or its Subsidiaries to take any action that would violate a confidentiality agreement or waive any attorney-client or similar privilege.

7.7 Notices. Upon actual knowledge thereof by an Authorized Officer, promptly give notice to the Administrative Agent (who shall promptly furnish to each Lender) of:

- (a) the occurrence of any Default or Event of Default
- (b) any default or event of default under ABL Facility or Indebtedness (other than the Obligations) in an aggregate principal amount exceeding \$15,000,000 ("Material Indebtedness") Incurred pursuant to Section 8.1(c) or (d);
- (c) any litigation, investigation or proceeding that may exist at any time involving Holdings or any Restricted Subsidiary, that (i) could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) relates to any Loan Document;
- (d) the following events, promptly and in any event within 10 days after Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, (ii) a failure to make any required contribution to a Single Employer Plan or a Multiemployer Plan or Non-U.S. Plan, (iii) the creation of any Lien in favor of the PBGC or a Plan, (iv) any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan that would result in the imposition of a withdrawal liability, (v) the institution of proceedings or the taking of any other action by the PBGC or Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Single

Employer Plan or Multiemployer Plan, (vi) that a Single Employer Plan has failed to satisfy the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA, or an application may be or has been made for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code or Section 302 or 304 of ERISA with respect to a Single Employer Plan, (vii) that a determination has been made that any Single Employer Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA, (viii) that a Multiemployer Plan is in or is reasonably expected to be in endangered or critical status under Section 305 of ERISA, (ix) that any contribution required to be made with respect to a Single Employer Plan, Multiemployer Plan or Non-U.S. Plan has not been timely made, (x) that a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA has occurred with respect to a Plan, (xi) the adoption of, or the commencement of contributions to, any Single Employer Plan by Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity, (xii) the cessation of operations at a facility of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity in the circumstances described in Section 4062(e) of ERISA, or (xiii) the adoption of any amendment to a Single Employer Plan that results in an increase in contribution obligations of Holdings, the Borrowers, any Subsidiary or any Commonly Controlled Entity; and in each case in clauses (i) through (xiii) above, such event or occurrence, together with all other such events or conditions, if any, has had, or could reasonably be expected to have, a Material Adverse Effect;

(e) any change in the financial condition, business, operations, assets or liabilities of Holdings or any of its Restricted Subsidiaries that has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and

(f) any of the following environmental matters to the extent that such environmental matters, either individually or in the aggregate would have a Material Adverse Effect:

(i) any pending or threatened Environmental Claim against Holdings or any of its Subsidiaries or any Real Property owned, leased or operated by Holdings or any of its Subsidiaries;

(ii) any condition or occurrence on or arising from any Real Property owned, leased or operated Holdings or any of its Subsidiaries that (a) results in noncompliance by Holdings or any of its Subsidiaries with any applicable Environmental Law or (b) could reasonably be expected to form the basis of an Environmental Claim against Holdings or any of its Subsidiaries or any such Real Property;

(iii) any condition or occurrence on any Real Property owned, leased or operated by Holdings or any of its Subsidiaries that would cause such Real Property to be subject to any restrictions on the ownership, lease, occupancy, use or transferability by Holdings or any of its Subsidiaries of such Real Property under any Environmental Law; or

(iv) the taking of any removal or remedial action to the extent required by any Environmental Law or any Governmental Authority in response to the Release or threatened Release of any Materials of Environmental Concern on any Real Property owned, leased or operated by Holdings or any of its Subsidiaries.

Each notice pursuant to this Section 7.7 shall be accompanied by a statement of an Authorized Officer of the Borrowers setting forth details of the occurrence referred to therein and stating what action the relevant Person proposes to take with respect thereto.

7.8 Additional Collateral, etc.

(a) With respect to any property (to the extent included in the definition of Collateral) acquired at any time after the Closing Date by any Loan Party (other than any property described in paragraph (b), (c) or (d) below) as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly execute and deliver to the Collateral Agent such amendments to the Security Agreement or such other documents as the Collateral Agent reasonably deems necessary to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in such property and take all actions reasonably necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected (if and to the extent the assets subject to the applicable Security Document can be perfected by the actions required, and to the extent required, by such Security Document) first priority (with respect to Term Priority Collateral) security interest (subject to the ABL/Term Loan Intercreditor Agreement and Liens permitted hereunder) in such property, including the filing of UCC financing statements in such jurisdictions as may be required by the Security Agreement or by law or as may reasonably be requested by the Collateral Agent.

(b) With respect to any Real Property designated as a “Mortgaged Property” on Schedule 7.8(b) hereto (each an “Initial Mortgaged Property”) and any interest in any Real Property for which a mortgage has been granted under the ABL Facility (unless the ABL Facility has been terminated in accordance with its terms), any interest in any Real Property having a fair market value (together with improvements thereof) of at least \$10,000,000 acquired in fee after the Closing Date by any Loan Party (or owned by any Restricted Subsidiary that becomes a Loan Party after the Closing Date) (such Real Property being “Additional Real Property”), within 90 days after the Closing Date for each Initial Mortgaged Property (as such date may be extended from time to time by the Administrative Agent in its sole discretion) and promptly after the grant of a mortgage on such Real Property pursuant to the ABL Facility (or in the case of any Additional Real Property, no later than 90 days after the acquisition thereof, as may be extended by the Administrative Agent in its reasonable discretion) (i) execute and deliver a Mortgage, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such interest in Real Property, along with a corresponding UCC fixture filing for filing in the applicable jurisdiction, each in form and substance reasonably satisfactory to the Collateral Agent, as may be necessary to create a valid, perfected and subsisting Lien, subject to the ABL/Term Loan Intercreditor Agreement and Liens permitted under Section 8.2, against such Real Property, (ii) provide the Lenders as addressee, for their benefit or as insured (as the case may be), with title, extended coverage and insurance, ALTA surveys, such affidavits, certificates, instruments of indemnification, legal opinions, either (a) a “Life-of-Loan” Federal Emergency Management Agency Standard Flood Hazard Determination evidencing that the Mortgaged Property is not in

a flood zone or (b) evidence of flood insurance as required by the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended and in effect, and such other information, documentation (including, but not limited to, appraisals, environmental reports, and to the extent applicable, using commercially reasonable efforts, subordination agreements), certifications, in each case, which have been provided to the ABL Agent under the ABL Facility with respect to such Real Property (or in the case of Additional Real Property, as may be reasonably requested by the Administrative Agent).

(c) With respect to any new Subsidiary Guarantor created or acquired after the Closing Date (or any Restricted Subsidiary that becomes a Subsidiary Guarantor after the Closing Date), promptly, and in any event within 30 days of such creation or acquisition (or, in the case of any Restricted Subsidiary that becomes a Subsidiary Guarantor, the date that such Restricted Subsidiary becomes a Subsidiary Guarantor) (as such date may be extended from time to time by the Administrative Agent in its sole discretion) (i) execute and deliver to the Collateral Agent such amendments to this Agreement and the Security Agreement as the Collateral Agent deems reasonably necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest (subject to the ABL/Term Loan Intercreditor Agreement) in the Capital Stock of such new Subsidiary Guarantor that is owned by any Loan Party, (ii) deliver to the Collateral Agent the certificates representing such Capital Stock (if any), together with undated stock powers, in blank, executed and delivered by a duly Authorized Officer of the relevant Loan Party and (iii) cause such new Subsidiary Guarantor (a) to execute and deliver to the Collateral Agent (x) a Guarantor Joinder Agreement or such comparable documentation requested by the Collateral Agent to become a Subsidiary Guarantor, (y) a joinder agreement to the Security Agreement, substantially in the form annexed thereto and (z) to the extent requested by the Administrative Agent a customary joinder agreement to any Intercreditor Agreement then in effect, (b) to take such actions reasonably necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected (if and to the extent the assets subject to the applicable Security Document can be perfected by the actions required, and to the extent required, by such Security Document) first priority security interest (subject to the ABL/Term Loan Intercreditor Agreement) in the Collateral described in the Security Agreement with respect to such new Subsidiary Guarantor, including the filing of UCC financing statements in such jurisdictions as may reasonably be required by the Security Agreement or by law or as may be requested by the Collateral Agent and (c) to deliver to the Collateral Agent (i) a certificate of such Subsidiary Guarantor, substantially in the form of the certificate provided by the Loan Parties on the Closing Date pursuant to Section 6.1(i), with appropriate insertions and attachments and (ii) if reasonably requested by the Collateral Agent, a legal opinion from counsel to such new Subsidiary Guarantor in form and substance reasonably satisfactory to the Collateral Agent.

(d) With respect to any new Restricted Subsidiary which is an Excluded Foreign Subsidiary described in clause (i) of the definition of Excluded Foreign Subsidiary created or acquired after the Closing Date by any Loan Party, promptly (i) execute and deliver to the Collateral Agent such amendments to the Security Agreement as the Collateral Agent reasonably deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest (subject to Liens permitted under Section 8.2) in no more than 65% of the total outstanding voting Capital Stock of any such Excluded Foreign Subsidiary and 100% of the total outstanding non-voting Capital Stock of any

such Excluded Foreign Subsidiary and (ii) deliver to the Collateral Agent the certificates (if any) representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly Authorized Officer of the relevant Loan Party.

(e) With respect to any new Non-Guarantor Subsidiary created or acquired after the Closing Date by any Loan Party (but excluding any Unrestricted Subsidiary, any Excluded Foreign Subsidiary and any Subsidiary which would be a Subsidiary Guarantor but for clause (vii) in the definition thereof to the extent a pledge of the Capital Stock of such entity is prohibited by its Organizational Documents or requires the consent of any Person (other than Holdings or any of its Restricted Subsidiaries) party thereto which consent has not been obtained), promptly (i) execute and deliver to the Collateral Agent such amendments to this Agreement and the Security Agreement as the Collateral Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest (subject to Liens permitted under Section 8.2) in the Capital Stock of such Non-Guarantor Subsidiary that is owned by any Loan Party and (ii) deliver to the Collateral Agent the certificates representing such Capital Stock (if any), together with undated stock powers, in blank, executed and delivered by a duly Authorized Officer of the relevant Loan Party. Notwithstanding anything to the contrary in the foregoing clauses (c) and (d), the Borrowing Agent may notify the Agent at any time that the Borrowers desire to join an Excluded Foreign Subsidiary as a Subsidiary Guarantor under this Agreement and the other Loan Documents, and, in any such case, cause such Excluded Foreign Subsidiary to (i) become a Subsidiary Guarantor by executing and delivering to the Collateral Agent a Guarantor Joinder Agreement along with such other documentation as the Collateral Agent deems reasonably appropriate for effecting such joinder, (ii) grant a Lien in favor of the Collateral Agent for the ratable benefit of the Secured Parties on the assets and other personal property of such Excluded Foreign Subsidiary of the same type that constitute Collateral for purposes of the Security Documents (other than with respect to any Excluded Assets of such Excluded Foreign Subsidiary but without giving effect to any provision of the definition of Excluded Assets that would otherwise result in such Excluded Foreign Subsidiary (and its tangible and intangible personal property) constituting an Excluded Asset) and (iii) enter into (A) any such amendments, modifications, or other changes to this Agreement and any other Loan Document reasonably requested by the Collateral Agent in its reasonable discretion in order to address any matters in connection with, or related to, such Excluded Foreign Subsidiary becoming a Subsidiary Guarantor under the Loan Documents and (B) in the case of any Collateral of such Excluded Foreign Subsidiary that is located outside the continental United States, any local security documents or other agreements necessary to effect the Collateral Agent's security interest in such jurisdiction as determined by the Collateral Agent in its reasonable discretion. Each of the Lenders hereby authorize the Collateral Agent to enter into any such amendments, modifications, or other changes to this Agreement or any of the other Loan Documents solely to implement the foregoing.

(f) Within fifteen (15) days following an Event of Default (or such later date as the Administrative Agent may agree) in the case of all lockboxes and deposit accounts and bank or securities accounts of each Loan Party (other than Excluded Accounts), obtain and deliver to the Administrative Agent, account control agreements in form and substance reasonably satisfactory to the Administrative Agent (each an "Account Control Agreement"); provided, that notwithstanding any of the foregoing, so long as the ABL Facility remains outstanding and in effect, no Loan Party shall be required to deliver Account Control Agreements

for lockboxes, deposit accounts and bank or securities accounts which are not required to be subject to Cash Management Agreements (as defined in the ABL Facility) under Section [6.13] of the ABL Facility.

(g) Promptly upon the entering into of any security agreements or pledge agreements governed by, or with respect to assets maintained in, jurisdictions other than the United States to secure obligations under the ABL Facility, then at such time, the applicable Loan Party shall deliver a similar security agreement or pledge agreement, in form and substance reasonably satisfactory to the Administrative Agent, in favor of the Collateral Agent.

7.9 Credit Ratings. Each of Holdings and the Borrowers shall obtain public ratings for the Term Facility from each of S&P and Moody's within twenty (20) days of the Closing Date, and thereafter, shall use commercially reasonable efforts to maintain at all times a credit rating by each of S&P and Moody's in respect of the Term Facility provided for under this Agreement and a corporate rating by S&P and a corporate family rating by Moody's for the Borrowers, in each case, with no requirement to maintain any specific minimum rating (it being understood and agreed that "commercially reasonable efforts" shall in any event include the payment by the Borrowers of customary rating agency fees and reasonable cooperation with information and data requests by Moody's and S&P in connection with their ratings process).

7.10 Further Assurances. At any time or from time to time upon the request of the Administrative Agent, at the expense of the Borrowers but subject to the limitations set forth in the Loan Documents and this Agreement, promptly execute, acknowledge and deliver such further documents and do such other acts and things as the Administrative Agent may reasonably request in order to effect fully the purposes of the Loan Documents. In furtherance and not in limitation of the foregoing, the Loan Parties shall take such actions as the Administrative Agent may reasonably request from time to time (including, without limitation, the execution and delivery of guarantees, security agreements, pledge agreements, mortgages, deeds of trust, stock powers, financing statements and other documents, the filing or recording of any of the foregoing, and the delivery of stock certificates and other Collateral with respect to which perfection is obtained by possession, in each case to the extent required by the applicable Loan Documents) to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets (other than those assets specifically excluded by the terms of this Agreement and the other Loan Documents) of such Loan Parties on a first priority basis (subject to the ABL/Term Loan Intercreditor and Liens permitted under Section 8.2).

7.11 Designation of Unrestricted Subsidiaries. The board of directors of Holdings may, at any time after the Closing Date, designate any Restricted Subsidiary of the Borrowers as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary (a "Subsidiary Designation"); provided that (i) immediately before and after such designation, no Event of Default shall have occurred and be continuing, (ii) immediately before and after giving effect to such designation, the Total Leverage Ratio, determined on a Pro Forma Basis, shall not exceed [__]:1.00, (iii) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if it is a "restricted subsidiary" immediately after giving effect to any such designation hereunder for purposes of any documentation governing Indebtedness permitted under Section 8.1(b) or (c), (iv) in the case of a designation of a Restricted Subsidiary as an Unrestricted Subsidiary, such Subsidiary to be so designated shall satisfy all of the requirements of an "Unrestricted

Subsidiary” as set forth in the definition thereof, (v) in the case of a designation of an Unrestricted Subsidiary as a Restricted Subsidiary, on the date of such designation, all representations and warranties herein and in the other Loan Documents shall be true and correct in all material respects (without duplication of any “materiality” qualifiers set forth therein) with the same effect as though such representations and warranties had been made on and as of the date of such designation (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, (vi) the status of any such Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary shall at all times be the same under this Agreement and the ABL Facility Documents and (vii) no Unrestricted Subsidiary may engage in any transaction described in Section 8.5 or 8.7 if the Borrowers are prohibited from engaging in such transaction. The designation of any Restricted Subsidiary as an Unrestricted Subsidiary after the Closing Date shall constitute an Investment (in a non-Subsidiary) by the applicable Loan Party and their respective Restricted Subsidiaries therein at the date of designation in an amount equal to the fair market value of all outstanding Investments owned by the Borrowers and their Restricted Subsidiaries in the respective Subsidiary at the time that such Subsidiary is designated an Unrestricted Subsidiary. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (x) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time, and (y) a return on any Investment by the applicable Loan Party in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value at the date of such designation of such Loan Party’s Investment in such Subsidiary. Each Unrestricted Subsidiary has entered into a tax sharing agreement with Holdings (or any Parent Company), or will enter into such an agreement upon becoming an Unrestricted Subsidiary, requiring such Unrestricted Subsidiary to pay the amount of tax the Unrestricted Subsidiary would be required to pay in respect of federal, state, provincial, municipal and local income taxes for such fiscal year were the Unrestricted Subsidiary to pay such taxes on a standalone basis. Notwithstanding the foregoing, neither the Borrowers nor Holdings shall be permitted to be an Unrestricted Subsidiary. Any Subsidiary Designation by the board of directors of Holdings shall be evidenced to the Administrative Agent by promptly filing with the Administrative Agent a copy of the resolution of the board of directors of Holdings giving effect to such designation and a certificate of an Authorized Officer of the Borrowers certifying that such designation complied with the foregoing provisions, and containing the calculations of compliance (in reasonable detail) with preceding clause (ii).

7.12 Use of Proceeds. The Borrowers shall use the proceeds of the Term Loans only as provided in Section 5.12.

7.13 Compliance with Environmental Law.

(a) Holdings will comply, and will cause each of its Subsidiaries to comply, with all Environmental Laws and permits applicable to, or required by, the ownership, lease or use of its Real Property now or hereafter owned, leased or operated by Holdings or any of its Subsidiaries and will promptly pay or cause to be paid all costs and expenses incurred in connection with such compliance, except for such noncompliances or failure to pay as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Neither Holdings nor any of its Subsidiaries will generate, use, treat, store, Release or dispose of, or permit the generation, use, treatment, storage, Release or disposal of Materials of

Environmental Concern on any Real Property now or hereafter owned, leased or operated by Holdings or any of its Subsidiaries, or transport or permit the transportation of Materials of Environmental Concern to or from any such Real Property, except for such generation, use, treatment, storage, Release, disposal, or transport as could not reasonably be expected to have a Material Adverse Effect.

(b) (i) After the receipt by the Administrative Agent or any Lender of any notice of the type described in Section 7.7(f), (ii) after 15 days have passed since receipt of written notice from Administrative Agent or any Lender that Holdings or any of its Subsidiaries are not in compliance with Section 7.13(a) and such non-compliance has not been corrected, or (iii) in the event that the Administrative Agent or the Lenders have exercised any of the remedies pursuant to Section 10, Holdings will (in each case) provide, at the sole expense of the Borrowers and at the written request of the Administrative Agent, a Phase I environmental site assessment report concerning any such related Mortgaged Property, prepared by an environmental consulting firm reasonably approved by the Administrative Agent indicating, where relevant, the presence or absence of Materials of Environmental Concern and the likely cost of any removal or remedial action in connection with such Materials of Environmental Concern on such Mortgaged Property. If the Borrowers fail to provide the same within forty-five (45) days after such request was made, the Administrative Agent may order the same, the cost of which shall be borne by the Borrowers, and the Borrowers shall grant and hereby grant to the Administrative Agent and the Lenders and their respective agents reasonable access to such related Mortgaged Property to undertake such an assessment at any reasonable time upon reasonable written notice to Holdings, all at the sole expense of the Borrowers.

7.14 Quarterly Lender Calls. Within 20 Business Days of the Administrative Agent's receipt of each quarterly financial report furnished pursuant to Section 7.1(b) (or such later date as may be agreed by the Administrative Agent), upon request of the Required Lenders, hold a telephonic meeting via conference call, to review the Company's consolidated financial results for the previous fiscal quarter, and the financial condition of the Company and its Subsidiaries for such fiscal quarter.

7.15 Post-Closing Deliveries. The Borrowing Agent hereby agrees to deliver to Administrative Agent, in form and substance reasonably satisfactory to Administrative Agent, the items described on Schedule 7.15 hereof on or before the dates specified with respect to such items, or such later dates as may be agreed to by Administrative Agent, acting at the direction of the Required Lenders in their sole discretion. All representations and warranties contained in this Agreement and the other Loan Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above and in Schedule 7.15, rather than as elsewhere provided in the Loan Documents), provided that (x) to the extent any representation and warranty would not be true because the foregoing actions were not taken on the Closing Date, the respective representation and warranty shall be required to be true and correct in all material respects at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 7.15 (and Schedule 7.15) and (y) all representations and warranties relating to the Collateral Documents shall be required to be true in all material respects immediately after the actions required to be taken by this Section 7.15 (and Schedule 7.15) have been taken (or were required to be taken).

SECTION 8.
NEGATIVE COVENANTS⁸

Holdings and the Borrowing Agent hereby jointly and severally agree that, until all Term Loan Commitments have been terminated and the principal of and interest on each Term Loan, all fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than contingent indemnification and reimbursement obligations for which no claim has been made), each of Holdings and the Borrowing Agent shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly:

8.1 Indebtedness. Incur any Indebtedness, except:

(a) Indebtedness pursuant to any Loan Document;

(b) Indebtedness in respect of (i) the ABL Facility Incurred pursuant to the ABL Facility Documents in an aggregate principal amount not to exceed \$300,000,000, plus any amounts of interest, fees, expenses and indemnification obligations under the ABL Facility and (ii) Indebtedness constituting Permitted Incremental Equivalent Debt and any Permitted Refinancing incurred, issued or otherwise obtained to refinance (in whole or in part) such Indebtedness (and any Permitted Refinancing Indebtedness in respect thereof);

(c) (I) Indebtedness in the form of senior secured term loans or senior unsecured loans of the Loan Parties constituting Credit Agreement Refinancing Indebtedness; provided that (i) in the case of secured Indebtedness, such Indebtedness shall only be secured (a) (x) on a pari passu basis by Collateral securing the Obligations or (y) on a junior-lien basis by Collateral securing the Obligations (with the Liens granted to secure obligations under such Indebtedness to be, for the avoidance of doubt, (I) with respect to the Term Priority Collateral, junior to Liens granted to secure the Obligations but senior to Liens granted to secure Indebtedness under the ABL Facility and (II) with respect to the ABL Priority Collateral, junior to Liens granted to secure both the Obligations and Indebtedness under the ABL Facility) and (b) by Liens on the Collateral and the security agreements relating to such Indebtedness are substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (ii) immediately before and after giving effect to such Incurrence of Indebtedness and the use of proceeds thereof, no Event of Default shall have occurred and be continuing, (iii) at the time of such Incurrence, such Indebtedness has a final stated maturity at least 91 days later than the Latest Maturity Date then in effect, (iv) at the time of such Incurrence, such Indebtedness has a Weighted Average Life to Maturity at least six months greater than the Weighted Average Life to Maturity of the Tranche of Term Loans with the longest Weighted Average Life to Maturity then in effect, (v) in the case of unsecured Indebtedness, such Indebtedness is not secured by any Lien on any property or assets of Holdings or any of its Subsidiaries, (vi) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors, (viii) such Indebtedness is not subject to any amortization prior to final maturity and is not subject to mandatory redemption or prepayment (except (x) customary asset sales or change of control provisions substantially identical to, or less favorable to, the investors providing such Indebtedness than, those applicable to the Term Loans and (y)

⁸ NTD: Subject to additional carveouts to permit certain tax restructuring transactions.

nominal amortization in the amount of no greater than one percent per annum of the original stated principal amount of such Indebtedness on the date of Incurrence thereof), (ix) such Indebtedness shall otherwise be on terms and conditions (excluding pricing and optional prepayment or redemption terms but including customary asset sales or change of control mandatory redemption or prepayment provisions) substantially identical to, or less favorable to, the investors providing such Indebtedness than, those applicable to the Term Loans then outstanding; provided, that a certificate of an Authorized Officer of the Borrowers delivered to the Administrative Agent at least five Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, certifying that the Borrowers have determined in good faith that the terms of such Indebtedness satisfy the requirements of this clause (ix) shall be conclusive evidence that such terms satisfy such requirements unless the Administrative Agent notifies the Borrowers within such period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), (x) the Net Cash Proceeds of such Indebtedness are used to repay the Term Loans or shall be issued in exchange for Term Loans as directed by the Borrowers so long as that any Term Loans that are so exchanged shall be immediately cancelled and (xi) such Indebtedness shall not have an aggregate principal amount (including any unutilized commitments) greater than the aggregate principal amount (including any unutilized commitments) of the existing Term Loans or any then existing Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (c) being exchange for, or extended, renewed, replaced, repurchased, retired or refinanced in whole or in part, and (II) any Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (c) so long as, at the time any Indebtedness is Incurred under this sub-clause (II), such Indebtedness would satisfy the requirements set forth in clauses (i), (iii), (iv), (v), (vi), (viii), (x) and (xi) of the proviso to clause (c)(I) above if such Indebtedness had been Incurred under clause (c)(I) at the such time; provided that the holders of such Indebtedness or a Representative acting on behalf of the holders of such Indebtedness shall have become party to the ABL/Term Loan Intercreditor Agreement or an Other Intercreditor Agreement (or any Intercreditor Agreement shall have been amended or replaced in a manner reasonably acceptable to the Administrative Agent, which results in such applicable Representative having rights to share in the Collateral on a junior-lien basis);

(d) [Reserved];

(e) (I) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 8.2(k); provided that, immediately after giving effect to any Incurrence of Indebtedness under this clause (e)(I), the aggregate principal amount of Indebtedness outstanding under this clause (e) shall not exceed the greater of \$25,000,000 and 2.00% of Consolidated Total Assets at such time and (II) any Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (e);

(f) Indebtedness of (w) Holdings to another Loan Party for the purposes of making the payments set forth in Sections 8.5 and 8.8 (x) the Borrowers to any Subsidiary of the Borrowers, (y) any Restricted Subsidiary of the Borrowers to the Borrowers or any other

Subsidiary thereof, provided that the aggregate principal amount of Indebtedness owed by any Restricted Subsidiary that is a Non-Guarantor Subsidiary or Excluded Foreign Subsidiary to the Borrowers or any other Loan Party shall not exceed at any time outstanding the amount permitted to be invested in Restricted Subsidiaries that are Non-Guarantor Subsidiaries or Excluded Foreign Subsidiaries pursuant to clauses (d), (h) (q), (w), (x) and (y) of Section 8.6, and (z) any Restricted Subsidiary that is a Non-Guarantor Subsidiary or Excluded Foreign Subsidiary to any other Restricted Subsidiary that is a Non-Guarantor Subsidiary, Excluded Foreign Subsidiary or any Unrestricted Subsidiary, provided further that (i) any such Indebtedness owed to a Loan Party pursuant to this clause (f) shall be evidenced by an Intercompany Note and shall, subject to the ABL/Term Loan Intercreditor Agreement, be pledged pursuant to the Security Agreement and (ii) any such Indebtedness of a Loan Party pursuant to this clause (f) shall be subordinated to the Obligations on the terms of the Intercompany Note;

(g) Subject to the last paragraph of this Section 8.1, (I) Indebtedness of Foreign Subsidiaries that are Restricted Subsidiaries; provided, that, immediately after giving effect to any Incurrence of Indebtedness under this clause (g)(I), the aggregate principal amount of Indebtedness outstanding under this clause (g)(I) shall not exceed the greater of \$[75,000,000] and [●]% of Consolidated Total Assets at such time; and (II) any Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (g);

(h) Indebtedness consisting of Guarantee Obligations by the Borrowers or any Guarantor of Indebtedness otherwise permitted to be Incurred by a Loan Party under this Section 8.1 (other than Section 8.1(p), (s), (t) or (w));

(i) (I) Indebtedness outstanding on the Closing Date and listed on Schedule 8.1(i) (as reduced by any repayments of principal thereof other than with the proceeds of a Permitted Refinancing) and (II) any Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (i);

(j) Indebtedness in respect of Swap Agreements entered into to hedge or mitigate risks to which the Borrowers or any Restricted Subsidiary has exposure and not for speculative purposes;

(k) Indebtedness owed to any Person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance or similar obligations, pursuant to reimbursement or indemnification obligations to such Person, in each case incurred in the ordinary course of business;

(l) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds, performance and completion guarantees, import and export custom and duty guarantees and similar obligations, or obligations in respect of letters of credit or bank acceptances or similar instruments related thereto, in each case provided in the ordinary course of business or with the construction or improvement of Stores;

(m) Indebtedness of the Borrowers and their Restricted Subsidiaries consisting of obligations under deferred compensation, purchase price, earn outs or other similar arrangements incurred by such Person in connection with (i) the Transaction, (ii) Permitted Acquisitions or any other Investments permitted hereunder and (iii) in the ordinary course of business;

(n) Cash Management Obligations and Guarantee Obligations in respect thereof, [Other Liabilities] (as defined in the ABL Facility), Indebtedness in respect of employee credit card programs and purchasing card programs in the ordinary course of business, and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case in connection with deposit accounts, in the ordinary course of business;

(o) Indebtedness consisting of (x) the financing of insurance premiums or (y) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(p) (I) Indebtedness assumed in connection with Permitted Acquisitions or another Investment permitted hereunder and Indebtedness secured by assets purchased by a Loan Party or Restricted Subsidiary in a Permitted Acquisition or pursuant to another Investment permitted by Section 8.6 that is assumed by such Loan Party or such Restricted Subsidiary; provided that (i) immediately before and after giving effect to such assumption, no Event of Default shall have occurred and be continuing and (ii) such Indebtedness is not incurred to finance or in contemplation of any such acquisition and (II) any Permitted Refinancing of Indebtedness previously Incurred under, and in accordance with the requirements of, this clause (p);

(q) Indebtedness constituting customary indemnification obligations in connection with sales, dispositions and Permitted Acquisitions permitted under this Agreement;

(r) [reserved];

(s) guarantees by Holdings, the Borrowers and their Restricted Subsidiaries in the ordinary course of business of the obligations of suppliers, customers, franchisees and licensees of the Borrowers and their Restricted Subsidiaries;

(t) Indebtedness to the extent constituting Attributable Debt arising in Sale Leaseback Transactions permitted by Section 8.9 or any industrial revenue bond issued to finance or refinance Indebtedness secured by any Real Property;

(u) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in ordinary course of business; provided, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(v) additional Indebtedness of the Borrower and its Subsidiaries; provided that, immediately after giving effect to any of Incurrence of Indebtedness under this clause (v), the sum of the aggregate principal amount of Indebtedness outstanding under this clause (v) shall

not exceed, together with any Indebtedness Incurred pursuant to Section 8.1(z), the greater of \$25,000,000 and [___]% of Consolidated Total Assets at such time;

(w) to the extent constituting Indebtedness, judgments, decrees, attachments or awards not constituting an Event of Default under Section 10.1(h);

(x) Indebtedness representing Taxes that are not overdue by more than sixty (60) days or are being contested in compliance with Section 7.3;

(y) Indebtedness in respect of Holdings and its Subsidiaries' automobile leasing benefit program for certain employees;

(z) Indebtedness representing the present value of the total obligations of the Loan Parties or their Restricted Subsidiaries in respect of any industrial revenue bond financing issued for benefit of any Loan Party or any Restricted Subsidiary with respect to the Kansas Headquarters or Guarantee Obligations thereof, which Indebtedness shall be subordinated to the Obligations in a manner reasonably satisfactory to the Administrative Agent;

(aa) Indebtedness of Borrower or any of its Restricted Subsidiaries secured on a junior lien basis in right of security with the Obligations or unsecured that complies with the Applicable Requirements, so long as no Event of Default is continuing or would result from the incurrence of such Indebtedness; provided, that, the aggregate principal amount of such Indebtedness shall not exceed an amount so long as on and as of the date of such Incurrence the Total Leverage Ratio (determined on a Pro Forma Basis, assuming all previously established and simultaneously established revolving credit facilities under this Section 8.1(aa) are fully drawn and excluding the cash proceeds of any such Indebtedness) is no more than [___]:1.00 at the time of incurrence; provided, further, for purposes of the calculations in this Section 8.1(aa), (A) a borrowing of the maximum amount of loans available under the ABL Facility shall be assumed and (B) to the extent the proceeds of any Indebtedness incurred under this Section 8.1(aa) are used to repay Indebtedness, pro forma effect shall be given to such repayment of Indebtedness.

(bb) [reserved]; and

(cc) additional Indebtedness of the Company and its Subsidiaries incurred to fund a Permitted Acquisition in an aggregate principal amount not exceed \$75,000,000.

Notwithstanding anything herein to the contrary, if any Foreign Subsidiary that is a Restricted Subsidiary desires to Incur Indebtedness under Section 8.1(g) in an aggregate principal amount in excess of \$5,000,000 individually or in a series of related transactions (and \$15,000,000 in the aggregate during the term of this Agreement when taken together with any other Indebtedness Incurred under Section 8.1(g)), then prior to contacting or discussing any such proposed Indebtedness with any lender or other financial institution, the Borrowing Agent shall first deliver a written notice of such proposed Incurrence of Indebtedness to the Administrative Agent (for further distribution to each Lender) (the "Foreign Indebtedness Notice"), which shall set forth the aggregate principal amount of Indebtedness intended to be incurred by such Foreign Subsidiary under Section 8.1(g) and shall otherwise comply with the following provisions of this paragraph. Each of the existing Lenders shall have ten (10) Business Days from the receipt of such Foreign Indebtedness Notice to notify the Borrowing Agent of

such Lender's offer to fund such Indebtedness (a "Foreign Indebtedness Offer"), which shall set forth the aggregate principal amount of Indebtedness being offered to be funded by such Lender. Each existing Lender will be deemed to have declined to fund such Indebtedness if a Foreign Indebtedness Offer is not delivered prior to the expiration of the tenth Business Day following the receipt of such Foreign Indebtedness Notice. Each existing Lender that duly submits Foreign Indebtedness Offer shall have the right to fund such Indebtedness under Section 8.1(g) up to its pro rata share (such pro rata share being proportional to the aggregate principal amount of the outstanding Term Loans held by all Lenders that duly submit a Foreign Indebtedness Offer) of the Indebtedness proposed to be Incurred by such Foreign Subsidiary pursuant to the Foreign Indebtedness Notice but in no event shall any existing Lender be required to fund Indebtedness in an aggregate principal amount greater than the aggregate principal amount of Indebtedness offered by such Lender under its Foreign Indebtedness Offer. If the aggregate principal amount of Indebtedness offered by all existing Lenders pursuant to their respective Foreign Indebtedness Offers is less than the aggregate principal amount of Indebtedness proposed to be Incurred under the Foreign Indebtedness Notice, then such Foreign Subsidiary may Incur Indebtedness from other lenders of financial institutions for a period of 60 days after the delivery of the Incremental Notice in an amount up to the aggregate principal amount of Indebtedness proposed to be Incurred under the Foreign Indebtedness Notice less the aggregate principal amount of Indebtedness offered by all existing Lenders pursuant to their respective Foreign Indebtedness Offers.

8.2 Liens. Create, Incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible), whether now owned or hereafter acquired, except:

(a) Liens on the Collateral securing Indebtedness of the Loan Parties Incurred pursuant to Section 8.1(c), so long as the holders of such Indebtedness and their Representatives are at all times subject to each Intercreditor Agreement required to be entered into pursuant to Section 8.1(c) and, if applicable, the definition of "Permitted Refinancing";

(b) Liens, whether or not securing Indebtedness, in an amount not to exceed at any time outstanding the greater of [\$25,000,000] and [●]% of Consolidated Total Assets;

(c) Liens on Collateral created pursuant to the ABL Facility Documents, securing Indebtedness Incurred pursuant to Section 8.1(c) and Indebtedness Incurred pursuant to Section 8.1(j) or (n), in favor of the ABL Agent, so long as same is at all times subject to the ABL/Term Loan Intercreditor Agreement;

(d) Liens on cash or Cash Equivalents securing obligations under Swap Agreements permitted hereunder;

(e) Liens for Taxes that are not yet due or which are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP;

(f) carriers', warehousemen's, landlord's, mechanics', materialmen's, repairmen's, suppliers', construction contractors' and sub-contractors' or other like Liens arising

in the ordinary course of business that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings, and Liens on fixtures and movable tangible property located on real property leased or subleased from landlords, lessors and mortgagees;

(g) pledges or deposits in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other social security legislation or (ii) securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to Holdings, the Borrowers or any Restricted Subsidiary;

(h) (i) deposits to secure or relating to the performance of bids, trade contracts (other than Indebtedness for borrowed money), government contracts, leases, utilities, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including, without limitation, those to secure health and safety obligations) incurred in the ordinary course of business and (ii) Liens securing the financing of insurance premiums with respect thereto incurred in the ordinary course of business;

(i) easements, covenants, conditions, rights-of-way, restrictions (including zoning restrictions), building code and land use laws, encroachments, protrusions, title exceptions, survey exceptions and other similar encumbrances on real property that do not secure any Indebtedness for borrowed money and do not materially detract from the value of the affected real property or materially interfere with the ordinary conduct of business of the Borrowers and its Restricted Subsidiaries taken as a whole, and such other minor title defects or survey matters that are disclosed by current surveys that, in each case, do not materially and adversely interfere with the current use of such real property;

(j) Liens (i) in existence on the Closing Date listed on Schedule 8.2(j) and (ii) securing any Permitted Refinancing of Indebtedness secured by Liens referenced on Schedule 8.2(j);

(k) Liens securing Indebtedness of the Borrowers and their Restricted Subsidiaries incurred pursuant to Section 8.1(e) to finance the acquisition of fixed or capital assets (including, without limitation, the acquisition, construction or improvement of Real Property owned by a Loan Party) or Indebtedness Incurred pursuant to Section 8.1(e)(II); provided that (i) such Liens shall be created within 180 days following the acquisition of such fixed or capital assets or such Permitted Refinancing, (ii) such Liens do not at any time encumber any property of the Loan Parties other than the property financed by such Indebtedness and accessions thereto and (iii) in the case of any Indebtedness Incurred pursuant to Section 8.1(e)(II), the amount of Indebtedness secured thereby is not increased (except by an amount equal to accrued interest, a reasonable premium or other reasonable amount paid in connection with such Permitted Refinancing, as applicable, and fees and expenses reasonably incurred in connection therewith);

(l) Liens created pursuant to any Loan Document;

(m) any interest or title of a lessor or sublessor under any lease or sublease or secured by a lessor's or sublessor's interests under leases or subleases;

(n) Liens (i) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business or (ii) on specific items of inventory or other goods or assets and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods or assets in the ordinary course of business;

(o) Liens on property of any Restricted Subsidiary that is a Foreign Subsidiary, CFC Holdco and/or Non-Guarantor Subsidiary, which Liens secure Indebtedness or other obligations of the applicable Restricted Subsidiary not prohibited under this Agreement (other than Indebtedness of any Loan Party);

(p) Liens in respect of the exclusive and non-exclusive licensing of patents, copyrights, trademarks and other Intellectual Property rights in the ordinary course of business;

(q) Liens arising out of Sale Leaseback Transactions permitted by Section 8.9; provided that such Liens do not at any time encumber any property other than the property financed by such Indebtedness and accessions thereto;

(r) Liens arising from precautionary UCC financing statements or similar filings made in respect of operating leases entered into by the Borrowers and its Restricted Subsidiaries or, to the extent permitted under the Loan Documents, the consignment of goods to a Borrower or its Restricted Subsidiaries;

(s) ground leases in respect of real property on which facilities owned or leased by the Borrowers and their Restricted Subsidiaries are located;

(t) licenses, sublicenses, leases or subleases with respect to any assets granted to third Persons in the ordinary course of business; provided that the same do not in any material respect interfere with the business of the Borrowers and their Restricted Subsidiaries taken as a whole;

(u) Liens in respect of judgments or decrees that do not constitute an Event of Default under Section 10.1(h);

(v) bankers' Liens, rights of setoff and similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more deposit, securities, investment or similar accounts, in each case granted in the ordinary course of business in favor of the bank or banks where such accounts are maintained, securing amounts owing to such bank with respect to cash management or other account arrangements, including those involving pooled accounts and netting arrangements or sweep accounts of the Borrowers and their Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrowers and their Restricted Subsidiaries; provided that in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(w) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement in connection with an Investment permitted hereunder;

(x) (i) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into in the ordinary course of business or Liens arising by operation of law under Article 2 of the New York UCC and (ii) rights of setoff against credit balances of Holdings or any of its Subsidiaries with credit card issuers or credit card processors to Holdings or any of its Subsidiaries in the ordinary course of business;

(y) Liens and other matters of record shown on any title policies delivered pursuant to this Agreement;

(z) Liens on Capital Stock of Unrestricted Subsidiaries;

(aa) Liens arising in connection with (i) zoning, building, entitlement and other land use regulations by Governmental Authorities with which the normal operation of the business complies, and (ii) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of Holdings and its Restricted Subsidiaries, taken as a whole;

(bb) Liens on property or assets acquired pursuant to a Permitted Acquisition or an Investment permitted hereunder, or on property or assets of a Restricted Subsidiary of the Borrowers in existence at the time such Restricted Subsidiary or property is acquired pursuant to a Permitted Acquisition, provided that (x) any Indebtedness that is secured by such Liens is permitted hereunder and (y) such Liens are not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition or such Investment permitted hereunder and do not attach to any property or assets of Holdings or any other property or assets of the Borrowers or any of their Restricted Subsidiaries other than the property and assets subject to such Liens at the time of such Permitted Acquisition (and the proceeds and products thereof and accessions thereto and after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition or Investment), together with any extensions, renewals and replacements of the foregoing, so long as the Indebtedness secured by such Liens is permitted hereunder and such extension, renewal or replacement does not encumber any assets or properties of Holdings or additional assets or properties of the Borrowers or any of their Restricted Subsidiaries (other than the proceeds or products or accessions of the assets subject to such Lien and after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition or Investment);

(cc) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments owned as of the Closing Date and Investments permitted by Section 8.6, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(dd) encumbrances referred to in Schedule B of the Mortgage Policies (as defined in the ABL Facility Documents) insuring the Mortgages;

(ee) Liens deemed to exist in connection with investments in repurchase agreements meeting the requirements of Cash Equivalents;

(ff) Liens on amounts deposited as “security deposits” (or their equivalent) in the ordinary course of business in connection with actions or transactions not prohibited by this Agreement;

(gg) Liens arising by operation of law under Article 4 of the UCC in connection with collection of items provided for therein;

(hh) Liens on any amounts held by a trustee in the funds and accounts under an indenture securing any industrial revenue bonds issued for the benefit of a Loan Party or any Restricted Subsidiary to the extent such Indebtedness is permitted under Section 8.01(z);

(ii) [reserved].

(jj) Liens securing any Permitted Incremental Equivalent Debt or any Indebtedness incurred pursuant to Section 8.1(aa), so long as the same is at all times subject to an Other Intercreditor Agreement; and

(kk) Liens securing the Indebtedness incurred pursuant to Section 8.1(cc).

8.3 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), except that:

(a) any Restricted Subsidiary of a Borrower may be merged or consolidated with or into a Borrower (provided that such Borrower shall be the continuing or surviving entity) or with or into any Subsidiary Guarantor (provided that a Subsidiary Guarantor shall be the continuing or surviving entity) and (ii) any Restricted Subsidiary that is not a Loan Party may be merged or consolidated with or into another Restricted Subsidiary that is not a Loan Party;

(b) (x) any Subsidiary Guarantor may Dispose of any or all of its assets (i) to the Borrower or any Subsidiary Guarantor (upon voluntary liquidation, dissolution or otherwise) or (ii) pursuant to a Disposition permitted by Section 8.4 and (y) any Restricted Subsidiary of the Borrowers that is not a Subsidiary Guarantor may Dispose of any or all of its assets to (i) the Borrowers, any Subsidiary Guarantor or any Restricted Subsidiary and/or direct or indirect joint venture of the Borrowers (upon voluntary liquidation, dissolution or otherwise) or (ii) pursuant to a Disposition permitted by Section 8.4;

(c) any Investment by the Borrowers and their Restricted Subsidiaries permitted by Section 8.6 may be structured as a merger, consolidation or amalgamation (provided that (x) if a Borrower is a party to such merger, consolidation or amalgamation, such Borrower shall be the continuing or surviving corporation thereof, (y) if a Subsidiary Guarantor is a party to such merger, consolidation or amalgamation (and such Borrower is not a party thereto), a Subsidiary Guarantor shall be the continuing or surviving Person thereof; and (z) if a Restricted Subsidiary that is not a Loan Party is a party to such merger, consolidation or amalgamation (and such Borrower is not a party thereto), a Restricted Subsidiary shall be the continuing or surviving Person thereof);

(d) any Restricted Subsidiary of the Borrowers may liquidate or dissolve or change its legal form if the Borrowers determine in good faith that such liquidation or dissolution or change its legal form is in the best interests of the Borrowers and is not adverse to the Lenders in any material respect; provided that (i) if a Subsidiary Guarantor liquidates or dissolves in accordance with this Section 8.3(d), (x) all or substantially all of its assets shall be transferred to, or otherwise assumed by, a Borrower or another Subsidiary Guarantor, (ii) if a Restricted Subsidiary that is not a Subsidiary Guarantor liquidates or dissolves in accordance with this Section 8.3(d), all or substantially all of its assets shall be transferred to, or otherwise assumed by, a Borrower or a Restricted Subsidiary of a Borrower and (iii) in the case of a liquidation or dissolution of a Subsidiary Guarantor, no Event of Default shall have occurred and be continuing at such time;

(e) any merger, dissolution or liquidation not involving a Borrower or Holdings may be effected for the purposes of effecting a Disposition permitted by Section 8.4;

(f) in connection with a Permitted Acquisition, any Loan Party or any Restricted Subsidiary of a Loan Party may merge with or into or consolidate with any other Person or permit any other Person to merge with or into or consolidate with it; provided that in the case of any such merger or consolidation to which any Loan Party is a party, such Loan Party is the surviving Person;

(g) the merger or consolidation of Holdings or any of its Restricted Subsidiaries for the sole purpose, and with the sole material effect, of changing its state of organization within the United States (or, in the case of a Foreign Subsidiary, outside the United States if such entity's jurisdiction was outside the United States); provided, however, that (i) in the case of any merger or consolidation involving a Borrower or a Subsidiary Guarantor, a Borrower or a Subsidiary Guarantor shall be the surviving Person and (ii) in the case of any merger, consolidation or amalgamation involving any other Loan Party, a Loan Party shall be the surviving corporation; and

(h) any Foreign Subsidiary or Immaterial Subsidiary that is not a Loan Party may merge into any joint venture, Foreign Subsidiary or Immaterial Subsidiary that is not a Loan Party.

8.4 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary of Holdings, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete, surplus, uneconomical, worn out or damaged property in the ordinary course of business and Dispositions in the ordinary course of business of property or, in the reasonable business judgment of a Loan Party, no longer used in the conduct of the business of the Borrowers and the other Restricted Subsidiaries (including allowing any registrations or any applications for registration of any immaterial intellectual property to lapse or go abandoned);

(b) the Disposition of inventory in the ordinary course of business;

(c) Dispositions permitted under Section 8.3;

(d) the sale or issuance of common Capital Stock of any Restricted Subsidiary of the Borrowers to a Borrower or any other Restricted Subsidiary of the Borrowers (provided that in the case of such issuance of common Capital Stock of a Restricted Subsidiary that is not a Wholly Owned Subsidiary, Capital Stock of such Restricted Subsidiary may be also issued to other owners thereof to the extent such issuance is not dilutive to the ownership of the Loan Parties), and the sale or issuance of a Borrowers' common Capital Stock to Holdings;

(e) the use, sale, exchange or other disposition of money or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(f) the exclusive or non-exclusive licensing or sublicensing of patents, trademarks, copyrights, and other Intellectual Property rights in the ordinary course of business;

(g) Dispositions which are required by court order or regulatory decree or otherwise required or compelled by regulatory authorities;

(h) licenses, sublicenses, space leases, leases or subleases with respect to any real or personal property or assets granted to third Persons in the ordinary course of business; provided that either (i) the same do not in any material respect interfere with the business of the Borrowers and their Restricted Subsidiaries, taken as a whole, or materially detract from the value of the relative assets of the Borrowers and their Restricted Subsidiaries, taken as a whole, or (ii) such transaction is at arm's length;

(i) Dispositions to, between or among the Borrowers and any Subsidiary Guarantors;

(j) Dispositions (x) between or among any Restricted Subsidiary that is not a Subsidiary Guarantor and any other Restricted Subsidiary or joint venture that is not a Subsidiary Guarantor, (y) by a Restricted Subsidiary that is not a Subsidiary Guarantor to a Borrower or any other Subsidiary Guarantor, or (z) by any Loan Party to a Subsidiary and/or joint venture that is not a Loan Party so long as, in the case of the foregoing clause (z), the fair market value of all Dispositions pursuant hereto, together with the Dispositions permitted under Section 8.4(ee), do not exceed \$10,000,000 in the aggregate during the term of this Agreement and no Event of Default shall have occurred and be continuing or otherwise result therefrom;

(k) the compromise, settlement or write-off of accounts receivable or sale of overdue accounts receivable for collection (i) in the ordinary course of business or (ii) acquired in connection with a Permitted Acquisition consistent with prudent business practice;

(l) Dispositions constituting (i) Investments permitted under Section 8.6, (ii) Restricted Payments permitted under Section 8.5, (iii) Sale Leaseback Transactions permitted under Section 8.9 or (iv) Liens permitted under Section 8.2;

(m) (i) Dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset or (ii) a Disposition consisting of or subsequent to a total loss or constructive total loss of property;

(n) Dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property;

(o) the unwinding of any Swap Agreements;

(p) [reserved];

(q) Dispositions of Investments in joint ventures to the extent required by, or pursuant to, customary buy/sell arrangements between the applicable joint venture party as set forth in the joint venture arrangements or similar binding agreements among such joint venture party;

(r) Dispositions of other property; provided that (A) no Event of Default shall have occurred and be continuing or would otherwise result therefrom, (B) such Disposition or series of related Dispositions pursuant to this clause (r) shall not constitute a Disposition of all or substantially all of the assets of Holdings and its Restricted Subsidiaries, (C) the Net Cash Proceeds of such Disposition shall be applied in accordance with Section 4.2(c), (D) with respect to any single Disposition or a series of related Dispositions for an aggregate consideration in excess of \$5,000,000, not less than 75% of the consideration payable to the Borrowers and their Restricted Subsidiaries in connection with such Disposition is in the form of cash or Cash Equivalents; provided that, for the purposes of this clause (D), the following shall be deemed to be cash: (x) any liabilities that are not Indebtedness (as shown on a Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrowers or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations under the Loan Documents, that are assumed by the transferee with respect to the applicable Disposition and for which Holdings, the Borrowers and the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (y) any securities received by the Borrowers or such Restricted Subsidiary from such transferee that are converted by the Borrowers or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received in the conversion) within 180 days following the consummation of the applicable Disposition; and (z) any Designated Non-Cash Consideration in respect of such Disposition having an aggregate fair market value, taken together with the Designated Non-Cash Consideration in respect of all other Dispositions, not in excess of \$5,000,000 (with the fair market value of each item of Designated

Non-Cash Consideration being measured as of the time received), and (E) the consideration payable to the Borrowers and its Restricted Subsidiaries in connection with any such Disposition is equal to the fair market value of such property (as determined by the Borrowers in good faith) and (F) concurrently with the consummation of such Disposition, an Authorized Officer of the Borrowers shall deliver to the Administrative Agent a certificate executed by such Authorized Officer certifying as to the accuracy of the foregoing conditions;

(s) any exchange of property of the Borrowers or their Restricted Subsidiary (other than Capital Stock or other Investments) which qualifies as a like kind exchange pursuant to and in compliance with Section 1031 of the Code or any other substantially concurrent exchange of property by the Borrowers or any Restricted Subsidiary (other than Capital Stock or other Investments) for property (other than Capital Stock or other Investments) of another person; provided that (a) such property is useful to the business of the Borrowers or such Restricted Subsidiary, (b) the Borrowers or such Restricted Subsidiary shall receive reasonably equivalent or greater market value for such property (as reasonably determined by the Borrowers in good faith) and (c) such property will be received by the Borrowers or such Restricted Subsidiary substantially concurrently with its delivery of property to be exchanged;

(t) the Disposition of any Unrestricted Subsidiary;

(u) bulk sales or other Dispositions of the Inventory and equipment of a Loan Party or its Restricted Subsidiaries not in the ordinary course of business in connection with Store closings so long as such transactions are on an arm's length basis;

(v) as long as no Event of Default then exists or would immediately arise therefrom, Dispositions of non-core Real Property that is (A) (i) with respect to Real Property owned as of the Closing Date, not currently used in the operations of the business or (ii) with respect to Real Property acquired in connection with a Permitted Acquisition, the continued ownership of which the Borrowing Agent has determined in its good faith business judgment would not be commercially reasonable to retain or (B) Real Property that is associated with the permitted closure of Stores or distribution centers, of any Loan Party or any Restricted Subsidiary owned as of the Closing Date (or Dispositions of any Person or Persons created to hold such Real Property or the Capital Stock in such Person or Persons), in each case of the foregoing subclauses (A) or (B), including leasing or subleasing transactions, Sale Leaseback Transactions, Synthetic Lease Obligation transactions and other similar transactions involving any such Real Property pursuant to leases on market terms, and, in any event, Dispositions constituting Permitted Sale Leaseback Transactions;

(w) cancellations or Dispositions of any Indebtedness owed to a Loan Party by another Loan Party or any other Subsidiary and/or joint venture that is not a Loan Party to any other Restricted Subsidiary and/or joint venture that is not a Loan Party; provided that after giving effect to such Disposition, such Indebtedness would otherwise be permitted under Section 8.1;

(x) Disposition of property with respect to an insurance claim from damage to such property where the insurance company provides a Loan Party or its Restricted Subsidiary

the value of such property (minus any deductibles and fees) in cash or with replacement property in exchange for such property;

(y) Dispositions of property no longer used in the business of the Loan Parties (as determined in the good faith business judgment of such Loan Party) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds (to the extent needed to do so) of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(z) Dispositions consisting of the unwinding of franchise arrangements or the conversion of franchise arrangements into joint ventures;

(aa) any grant of an option to purchase, lease or acquire property, so long as the Disposition resulting from the exercise of such option would otherwise be permitted hereunder;

(bb) licenses for the conduct of third party retail licensed departments within a Store operated by a Loan Party in exchange for royalty fees relating thereto carried out in the ordinary course of business; provided that such Loan Party shall provide evidence or other documentation relating to such license following reasonable written request from the Administrative Agent and to the extent requested by the Administrative Agent, the Loan Parties shall cause such third party to enter into an intercreditor agreement with the Administrative Agent on terms and conditions reasonably satisfactory to the Administrative Agent;

(cc) Dispositions of Intellectual Property that is not required to be preserved or renewed pursuant to Section 7.5(a)(ii);

(dd) Dispositions in connection with the settlement of claims or disputes and the settlement, release or surrender of tort or other litigation claims; and

(ee) other Dispositions so long as the aggregate fair market value of all assets Disposed of in reliance upon this clause (ee) shall not exceed, together with Section 8.4(j), \$10,000,000 in the aggregate after the Closing Date.

8.5 Restricted Payments. Declare or pay any dividend or distribution on any Capital Stock of Holdings or its Restricted Subsidiaries, whether now or hereafter outstanding, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of Holdings or its Restricted Subsidiaries, whether now or hereafter outstanding, or pay any management or similar fees to any holders of the Capital Stock of Holdings or any of their respective Affiliates, or make any other distribution in respect of any Capital Stock of Holdings or its Restricted Subsidiaries, either directly or indirectly, whether in cash or property or in obligations of Holdings or its Restricted Subsidiaries (collectively, "Restricted Payments"), except that:

(a) any Wholly Owned Subsidiary (which is a Restricted Subsidiary) of a Borrower may make Restricted Payments (other than issuances of Disqualified Capital Stock) to Holdings, the Borrowers or any other Restricted Subsidiary and any non-Wholly Owned

Subsidiary (other than an Unrestricted Subsidiary) may make Restricted Payments (other than issuances of Disqualified Capital Stock) ratably to the holders of such non-Wholly Owned Subsidiary's Capital Stock;

(b) so long as no Event of Default shall have occurred and be continuing or would otherwise result therefrom and the Total Leverage Ratio, on a Pro Forma Basis, shall not exceed [3.00]:1.00, the Borrowers may make Restricted Payments to Holdings to permit Holdings to make, and Holdings may make, cash Restricted Payments to holders of Capital Stock of Holdings with the proceeds of such cash Restricted Payment; provided, that the aggregate amount of Restricted Payments by the Borrowers to Holdings under this Section 8.5(b) shall not at any time exceed the Available Amount at such time;

(c) Cashless exercises of options and warrants shall be permitted;

(d) the Borrowers may make cash Restricted Payments to Holdings to permit Holdings to make, and Holdings may make Restricted Payments or make distributions to any Parent Company thereof to permit such Parent Company, and the subsequent use of such payments by such Parent Company, to repurchase, redeem or otherwise acquire for value Qualified Capital Stock of Holdings or such Parent Company held by officers, directors or employees or former officers, directors or employees (or their transferees, estates or beneficiaries under their estates) of Holdings or its Restricted Subsidiaries, upon their death, disability, retirement, severance or termination of employment or service; provided that (x) the aggregate cash consideration paid for all such redemptions and payments shall not exceed, in any fiscal year, \$5,000,000 (with unused amounts in any fiscal year being carried over to succeeding fiscal years subject to a maximum (without giving effect to the following proviso) of \$10,000,000 in any fiscal year) and (y) the only consideration paid by Holdings in respect of such redemptions or purchase shall be cash; provided, further, that such amount in any fiscal year may be increased by any amount not to exceed, without duplication, (x) the aggregate amount of loans made by Holdings and any of its Restricted Subsidiaries pursuant to Section 8.6(h) that are repaid in connection with such purchase, redemption or other acquisition of such Capital Stock of such direct parent, plus (y) to the extent Not Otherwise Applied, the amount of any Net Cash Proceeds received by or contributed to a Borrower from the issuance and sale after the Closing Date of Qualified Capital Stock of Holdings (or such direct parent) to officers, directors or employees of Holdings or its Restricted Subsidiaries that have not been used to make any such repurchases, redemptions or payments under this clause (d), plus (z) the net cash proceeds of any "key-man" life insurance policies of Holdings or its Restricted Subsidiaries that have not been used to make any repurchases, redemptions or payments under this clause (d);

(e) [Reserved];

(f) after a Qualified Public Offering, Restricted Payments constituting cash dividends of Holdings may be made pursuant to this Section 8.5 within 60 days after date of declaration of any such Restricted Payment if such Restricted Payment was permitted on the date of declaration thereof (irrespective of whether a Default or an Event of Default exists, so long as no Event of Default was occurring and continuing on the date of such declaration);

(g) the Borrowers and their Subsidiaries may make Restricted Payments to, or make loans to, Holdings in amounts required for Holdings to pay (and Holdings may pay Restricted Payments, or make loans, in respect of amounts relating to any Parent Company), in each case, without duplication:

(i) pay franchise or similar taxes and other fees, taxes and expenses required to maintain Holdings' or any Parent Company's corporate or other entity existence;

(ii) pay income and similar taxes attributable to Holdings, the Borrowers and each Restricted Subsidiary that are not payable directly by Holdings, the Borrowers or such Restricted Subsidiary, as applicable, which amount shall not exceed the sum of (i) the combined income and similar taxes that would be paid if the Borrowers, Holdings and each Restricted Subsidiary were a separate group of corporations filing income and similar tax returns on a consolidated or combined basis with Holdings as the common parent of such affiliated group (taking into account any applicable net operating loss carry forwards within the meaning of Section 172 of the Code and capital loss carry forwards within the meaning of Section 1212 of the Code, available to reduce such taxes) and (ii) any amount actually received from its Unrestricted Subsidiaries that are attributable to the income and similar taxes of such Unrestricted Subsidiaries that are not payable directly by such Unrestricted Subsidiaries;

(iii) salary, bonus and other benefits payable to officers and employees of Holdings or any Parent Company to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrowers and their Restricted Subsidiaries; and

(iv) general corporate operating and overhead costs and expenses of Holdings or any Parent Company (including, without limitation, expenses for legal, administrative and accounting services provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Borrowers and their Restricted Subsidiaries;

(h) the Loan Parties and their Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in Capital Stock (other than Disqualified Capital Stock);

(i) the Borrowers may make Restricted Payments the proceeds of which are applied to the purchase or other acquisition by Holdings of all or substantially all of the property and assets or business of any Person, or of assets constituting a business unit, a line of business or division of such Person, or of all of the Capital Stock in a Person that; provided that if such purchase or other acquisition had been made by the Borrowers, it would have constituted a Permitted Acquisition (after giving effect to the clause (B) of the further proviso below) permitted to be made pursuant to Section 8.6(e); provided further that (A) such Restricted Payment shall be made concurrently with the consummation of such purchase or other acquisition and (B) Holdings shall, contemporaneously with the consummation thereof, cause (1) all property acquired (whether assets or Capital Stock) and any liabilities assumed to be

contributed to the Borrowers or any Restricted Subsidiary or (2) the merger (to the extent permitted in Section 8.4) into the Borrowers or any Restricted Subsidiary of the Person formed or acquired in order to consummate such purchase or other acquisition;

(j) after a Qualified Public Offering, the Borrowers may pay cash dividends to Holdings to permit Holdings to pay, and Holdings may pay, (i) cash in lieu of fractional shares in connection with any dividend, split or combination of the Capital Stock of Holdings and (ii) cash in lieu of fractional shares in connection with any conversion request by a holder of convertible Indebtedness to the extent such conversion is permitted under this Agreement;

(k) after a Qualified Public Offering, the Borrowers may make cash Restricted Payments to Holdings to permit Holdings to make, and Holdings may make, cash Restricted Payments to its equity holders or the equity holders in an aggregate amount not exceeding 6.0% per annum of the Net Cash Proceeds received by Holdings from such Qualified Public Offering; provided that (x) no Event of Default is continuing or would result therefrom and (y) the Available Amount shall be reduced by a corresponding amount of any such Restricted Payments;

(l) so long as no Event of Default shall have occurred and be continuing or would otherwise result therefrom, (i) additional Restricted Payments the aggregate amount of which shall not at any time exceed \$10,000,000 in the aggregate and (ii) additional payments on account of the purchase, redemption, defeasance, retirement or other acquisition of Capital Stock of Holdings (or any Parent Company) in an amount not to exceed \$10,000,000 in any fiscal year (with unused amounts in any fiscal year being carried over to succeeding fiscal years subject to a maximum of \$40,000,000 in any fiscal year);

(m) the Loan Parties and each Restricted Subsidiary may make Restricted Payments consisting of Dispositions permitted by Section 8.4 of the type described, and subject to the limitations contained, in the definition thereof;

(n) the Loan Parties and each Restricted Subsidiary may make Restricted Payments to Holdings or any Subsidiary thereof for payments to satisfy their obligations to pay Taxes and other required amounts pursuant to any tax sharing agreements among the Loan Parties and their Subsidiaries or in respect of their joint ventures to the extent such Taxes and required amounts are attributable to the ownership or operations of the Loan Parties and their Subsidiaries or their joint ventures; provided that such Taxes and amounts shall be determined by reference to applicable Tax laws and on an arm's length basis; and

(o) the Distribution is made within 10 Business Days after the Closing Date.

Notwithstanding the above, any Restricted Payment made pursuant to this Section 8.5 (other than pursuant to Section 8.5(b)) to any Parent Company that is not a Sole Purpose Parent Company shall not exceed the ratable share of the amount to which such Restricted Payment relates that is solely attributable to the direct or indirect ownership or operation by such Parent Company of Holdings and its Restricted Subsidiaries.

8.6 Investments. Make any advance, loan, extension of credit (by way of guarantee or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of any Person (all of the foregoing, "Investments"), except:

(a) accounts receivable or notes receivable arising from extensions of trade credit granted in the ordinary course of business and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(b) Investments in cash and Cash Equivalents (or Investments that were Cash Equivalents when made, so long as Holdings and its Restricted Subsidiaries shall use commercially reasonable efforts to convert such Investments to Investments in cash or Cash Equivalents);

(c) loans and advances to employees, officers and directors of Holdings and its Restricted Subsidiaries (i) in the ordinary course of business for business related travel expenses, moving expenses and other similar expenses and (ii) in the ordinary course of business in an aggregate amount for Holdings and its Restricted Subsidiaries not to exceed \$5,000,000 at any one time outstanding;

(d) Investments by the Borrowers and Subsidiary Guarantors in any Restricted Subsidiaries that are Foreign Subsidiaries; provided that, at the time of any such Investment, the aggregate amount of such Investment plus the aggregate amount of all other Investments pursuant to this clause (d) (determined without regard to write-downs or write-offs thereof and, in the case of Investments in the form of non-cash assets, taking the fair market value of such assets) shall not exceed the greater of \$25,000,000 and 2.50% of Consolidated Total Assets at such time;

(e) (i) acquisitions by the Borrowers or any Restricted Subsidiary of the Borrowers of the outstanding Capital Stock of Persons, or of all or substantially all of the assets of Persons or of a division or line of business of Persons (including any Permitted Acquisition consummated pursuant to Section 8.5(i), each a “Permitted Acquisition”); provided that (i) no Event of Default has occurred or is continuing both immediately before and immediately after giving effect to such Permitted Acquisition, (ii) if the aggregate consideration (excluding any consideration paid in Qualified Capital Stock of Holdings or with the Available Amount) for such Permitted Acquisition, together with all other Permitted Acquisitions, exceeds \$75,000,000 in the aggregate, the Total Leverage Ratio, on a Pro Forma Basis, shall not exceed 4.00:1.00 and (iii) after giving effect to such Permitted Acquisition, the aggregate fair market value of (I) all assets of all Persons and their Subsidiaries acquired pursuant to this clause (e) that do not become Subsidiary Guarantors pursuant to Section 7.8 plus (II) all assets and Property acquired by a Restricted Subsidiary that is not a Loan Party pursuant to this clause (e) shall not exceed in the aggregate, the sum of \$75,000,000 plus the Available Amount actually used as consideration for the respective Permitted Acquisition to make purchases described in clauses (I) and (II) above and (ii) earnest money deposits made in connection with any letter of intent or purchase agreement entered into in connection with any Permitted Acquisition;

(f) (i) Investments in any Borrower or any Person that is a Subsidiary Guarantor or any newly created Restricted Subsidiary which becomes a Subsidiary Guarantor at the time of such Investment, (ii) Investments by any Loan Party and its Restricted Subsidiaries in their respective Subsidiaries and/or joint ventures outstanding on the Closing Date, (iii) additional Investments by any Loan Party and its Restricted Subsidiaries in Loan Parties (other

than Holdings) and (iv) additional Investments by Subsidiaries of the Loan Parties that are not Subsidiary Guarantors in any Loan Party or any Restricted Subsidiary and/or joint ventures that are not Subsidiary Guarantors;

(g) Investments by any Restricted Subsidiaries that are Non-Guarantor Subsidiaries or Foreign Subsidiaries in any other Restricted Subsidiaries that are Non-Guarantor Subsidiaries or Foreign Subsidiaries;

(h) (i) loans and advances to employees, officers and directors of Holdings and any of its Restricted Subsidiaries to the extent used to acquire Qualified Capital Stock of Holdings and to the extent such transactions are cashless and (ii) advances of payroll payments to employees in the ordinary course of business;

(i) Investments in the ordinary course of business consisting of prepaid expenses and endorsements of negotiable instruments for collection or deposit;

(j) Investments (including debt obligations and Capital Stock) received in settlement of amounts due to the Borrowers and their Restricted Subsidiaries effected in the ordinary course of business or owing to the Borrowers and their Restricted Subsidiaries as a result of insolvency or reorganization proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of the Borrowers and their Restricted Subsidiaries or disputes with customers and suppliers;

(k) Investments in existence on the Closing Date and described in Schedule 8.6(k) and any modification, renewal or extension thereof, but not any increase in the amount thereof;

(l) Investments of any Person existing at the time such Person becomes a Restricted Subsidiary of a Borrower or consolidates or merges with such Borrower or its Restricted Subsidiaries (including in connection with a Permitted Acquisition) so long as such Investments were not made in contemplation of such Person becoming a Restricted Subsidiary or of such consolidation or merger;

(m) Investments paid for with consideration which consists solely of Capital Stock of Holdings or any Parent Company (other than Disqualified Capital Stock);

(n) unsecured guarantees by Holdings of the obligations of the Borrowers or any Restricted Subsidiary of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(o) guarantees permitted by this Agreement;

(p) Investments resulting from the receipt of non-cash consideration received in connection with Dispositions permitted by Section 8.4;

(q) so long as (x) no Event of Default shall have occurred and be continuing or would otherwise result therefrom and (y) the Total Leverage Ratio, on a Pro Forma Basis,

shall not exceed [3.50]:1.00, the Borrowers and its Restricted Subsidiaries may make Investments in an amount not to exceed the Available Amount at the time of such Investment;

(r) advances of payroll payments to employees in the ordinary course of business and Investments made pursuant to employment and severance arrangements of officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements in the ordinary course of business;

(s) Investments in respect of prepaid expenses or lease, utility and other similar deposits in the ordinary course of business;

(t) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of Intellectual Property in the ordinary course of business;

(u) de minimis Investments made in connection with the incorporation or formation of any newly created Restricted Subsidiary; provided that any amounts in excess of such de minimis amount Invested in any such Restricted Subsidiary must be permitted under Section 8.6 other than under this clause (u);

(v) Investments consisting of Swap Agreements permitted under Section 8.1(j);

(w) in addition to Investments otherwise permitted by this Section 8.6, Investments by the Borrowers and its Restricted Subsidiaries; provided that, at the time of any such Investment, the aggregate amount of such Investment outstanding plus the aggregate amount of all other Investments outstanding pursuant to this clause (w) (determined without regard to write-downs or write-offs thereof and, in the case of Investments in the form of non-cash assets, taking the fair market value of such assets at the time of such Investment) shall not exceed the greater of (x) \$25,000,000 and (y) [●]% of Consolidated Total Assets at such time;

(x) Investments by the Borrowers or any Restricted Subsidiary in any Restricted Subsidiary that is not a Loan Party so long as such Investment is part of a series of simultaneous Investments by Restricted Subsidiaries in other Restricted Subsidiaries that result in the proceeds of the initial Investment (in the same form of such initial Investment) being invested in one or more Loan Parties (other than Investment in the Capital Stock of such Loan Party);

(y) any Investments in a Restricted Subsidiary that is not a Loan Party or in a joint venture that is not a Restricted Subsidiary or Unrestricted Subsidiary, in each case to the extent such Investment is substantially contemporaneously returned in the same form as such original Investment pursuant to a dividend or other distribution from such Restricted Subsidiary or joint venture;

(z) Investments constituting Restricted Payments permitted pursuant to Sections 8.5(g) and (h);

(aa) Investments in the form of loans or advances to any Restricted Subsidiary of a Loan Party to the extent such loan or advance is otherwise permitted hereunder and does not exceed cash returned to the Loan Parties (through repatriation or otherwise) at the time such loan or advance is made so long as any promissory note received by a non-Loan Party in connection therewith is subordinated on terms acceptable to the Administrative Agent in its reasonable discretion (it being agreed that the terms of the Intercompany Note shall be acceptable);

(bb) Investments consisting of the unwinding of any franchise arrangements or the conversion of any franchise arrangement into a joint venture; and

(cc) the Investments described on Schedule 8.6(cc).

8.7 Payments and Modifications of Certain Debt Instruments; Modification to Organizational Documents.

(a) Make any optional prepayment, repayment or redemption with respect to any Indebtedness permitted by Section 8.1 that is subordinated in right of payment to the Obligations, except (i) the conversion of any such Indebtedness to Capital Stock (other than Disqualified Capital Stock) of Holdings or any Parent Company, (ii) intercompany Indebtedness permitted to be Incurred under Section 8.1(f) or permitted to be cancelled under Section 8.4, so long as no Event of Default has occurred and is continuing and or would result therefrom, and (iii) in accordance with the subordination terms thereof or the applicable subordination agreement relating thereto; provided that such Indebtedness may be Refinanced with the proceeds of a Permitted Refinancing permitted by Section 8.1.

(b) Make any optional prepayment, repayment or redemption with respect to any Indebtedness incurred in reliance on Section 8.1(c); other than the conversion of any such Indebtedness to Capital Stock (other than Disqualified Capital Stock) of Holdings or any Parent Company and any Permitted Refinancing pursuant to Section 8.1; provided that such Indebtedness may be Refinanced with the proceeds of a Permitted Refinancing permitted by Section 8.1.

(c) Amend or modify, or permit the amendment or modification of, any provision in respect of any of the Indebtedness incurred pursuant to Section 8.1(c) or any Permitted Refinancing thereof if at the time of such amendment or modification and after giving effect thereto, (i) the terms of such Indebtedness or Permitted Refinancing would not satisfy the criteria set forth in respect thereof in the definition of "Permitted Refinancing" or (ii) in the case of secured Indebtedness Incurred pursuant to Section 8.1(c), such amendment or modification is prohibited by any Intercreditor Amendment to which such Indebtedness is subject.

(d) Notwithstanding anything to the contrary herein, optional or mandatory prepayments, repayments or redemptions otherwise prohibited under Sections 8.7(a) and/or (b) shall be permitted in an aggregate amount equal to the Available Amount at the time thereof so long as (x) no Event of Default shall have occurred and be continuing or would immediately result therefrom, and (y) the Total Leverage Ratio, on a Pro Forma Basis, shall not exceed [3.00]:1.00.

(e) Amend or modify, or permit the amendment or modification of, any provision in respect of any of the Indebtedness incurred pursuant to Section 8.1(b) or any Permitted Refinancing thereof unless such amendment or modification is not prohibited by the ABL/Term Loan Intercreditor Agreement or Other Intercreditor Agreement.

(f) Amend, modify or change any Organizational Documents of Holdings or any of its Restricted Subsidiaries, unless such amendment, modification, change or other action contemplated by this clause (f) could not reasonably be expected to be adverse to the interests of the Lenders in any material respect.

8.8 Transactions with Affiliates. Directly or indirectly, enter into or permit to exist any transaction or contract (including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees) with or for the benefit of any Affiliate of any Loan Party (each an “Affiliate Transaction”), except (a) transactions between or among Holdings and its Restricted Subsidiaries, (b) transactions that are on terms and conditions not less favorable to Holdings or such Restricted Subsidiary as would be obtainable by Holdings or such Restricted Subsidiary at the time in a comparable arm’s-length transaction from unrelated third parties that are not Affiliates, (c) any Restricted Payment permitted by Section 8.5, (d) fees and compensation (including severance), benefits and incentive arrangements (including pursuant to stock option and other employee benefit plans) paid or provided to, and any indemnity provided on behalf of, officers, directors or employees of Holdings, the Borrowers or any Subsidiary in the ordinary course of business, (e) the issuance or sale of any Capital Stock of Holdings (and the exercise of any options, warrants or other rights to acquire Capital Stock of Holdings) or any contribution to the capital of Holdings, (f) [reserved], (g) Investments in a Borrower’s Subsidiaries and joint ventures (to the extent any such Subsidiary that is not a Restricted Subsidiary or any such joint venture is only an Affiliate as a result of Investments by Holdings and its Restricted Subsidiaries in such Subsidiary or joint venture) to the extent otherwise permitted under Section 8.6, (h) transactions between the Borrowers and any Restricted Subsidiary and any Person that is an Affiliate solely due to the fact that a director of such Person is also a director of Holdings (or any Parent Company), the Borrowers or any Restricted Subsidiary, (i) the issuance of Capital Stock by Holdings to any Parent Company, or to any director, officer, employee or consultant thereof, (j) advances for commissions, travel and other similar purposes in the ordinary course of business to directors, officers and employees, (k) transactions permitted hereunder, (l) intellectual property licensing arrangements in the ordinary course of business consistent with existing practice, (m) payments to satisfy their obligations to pay Taxes and other required amounts pursuant to any Tax sharing agreements among the Loan Parties and their Subsidiaries to the extent such Taxes and other required amounts are attributable to the ownership or operations of the Loan Parties and their subsidiaries, provided that such Taxes and amounts shall be determined by reference to applicable Tax laws and on an arm’s length basis, (n) transactions between or among Holdings or its Restricted Subsidiaries, on the one hand, and Unrestricted Subsidiaries, on the other hand, so long as Holdings or the Restricted Subsidiary is receiving the more favorable terms; royalty-free licenses of any of the Loan Parties’ or their Restricted Subsidiaries’ trademarks, trade names and business systems by the Loan Parties to Subsidiaries that are not Loan Parties in the ordinary course of business and consistent with the practices in place on the Closing Date and arrangements of the type or nature set forth on Schedule 8.8 so long as consistent with the business practices of the Borrowing Agent and its Subsidiaries as in place on the Closing Date.

8.9 Sale Leaseback Transactions. Enter into any Sale Leaseback Transaction other than the Permitted Sale Leaseback Transactions or any Sale Leaseback Transaction permitted under Section 8.4(v).

8.10 Changes in Fiscal Periods. Without the prior written consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed), permit the fiscal year of the Borrowing Agent to end on a day other than the Saturday closest to January 31st of any calendar year or change the Borrowing Agent's method of determining fiscal quarters; provided, however, for the avoidance of doubt, such changes may be made with respect to a Person acquired in a Permitted Acquisition.

8.11 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of Holdings or any Restricted Subsidiary to incur any Lien upon any of the Collateral, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to the extent required thereby to which it is a party other than (a) this Agreement and the other Loan Documents, the ABL Facility Documents, any document related to any Permitted Incremental Equivalent Debt or any document related to a Permitted Refinancing thereof, (b) any agreements evidencing or governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) customary restrictions on the assignment of leases, licenses and contracts entered into in the ordinary course of business, (d) any agreement (including with respect to Indebtedness) in effect at the time any Person becomes a Restricted Subsidiary of the Borrowers; provided, that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary of the Borrowers, (e) customary restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary of the Borrowers (or the assets of a Restricted Subsidiary of the Borrowers) pending such sale; provided, such restrictions and conditions apply only to the Restricted Subsidiary of the Borrowers that is to be sold (or whose assets are to be sold) and such sale is permitted hereunder), (f) [reserved], (g) restrictions under agreements evidencing or governing or otherwise relating to Indebtedness of any Restricted Subsidiaries that are Foreign Subsidiaries or Non-Guarantor Subsidiaries permitted under Section 8.1; provided that such Indebtedness is only with respect to the assets of any Restricted Subsidiaries that are Foreign Subsidiaries or Non-Guarantor Subsidiaries, (h) customary provisions in joint venture agreements, limited liability company operating agreements, partnership agreements, stockholders agreements and other similar agreements, (i) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of the business of the Borrowers and their Restricted Subsidiaries, (j) customary restrictions and conditions contained in agreements relating to the Disposition of property or assets or Capital Stock permitted hereunder by a Loan Party or a Restricted Subsidiary of a Loan Party pending such Disposition, provided such restrictions and conditions apply only to the property or assets of the Loan Party or the Restricted Subsidiary of a Loan Party that are to be Disposed and such Disposition is permitted hereunder, (k) customary restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business Clauses Restricting Restricted Subsidiary Distributions, (l) Indebtedness permitted under Sections 8.1(w) and (cc), (m) any negative pledge incurred or provided in favor of any holder of any secured Indebtedness permitted hereunder, (n) customary anti-assignment provisions in licenses and other contracts restricting the sublicensing or assignment thereof or in contracts for the Disposition of any assets

or any Subsidiary of a Loan Party, provided that the restrictions in any such contract shall apply only to the assets or Subsidiary of a Loan Party that is to be Disposed of, (o) provisions in leases of real property that prohibit mortgages or pledges of the lessee's interest under such lease or restricting subletting or assignment of such lease, (p) any encumbrance or restriction contained in any agreement of a Person acquired in an Investment permitted hereunder, which encumbrance or restriction was in existence at the time of such Investment (but not created in contemplation thereof) and which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person or the property and assets of the Person so acquired, (q) pursuant to Contractual Obligations that (y) exist on the Closing Date and (z) to the extent Contractual Obligations permitted by clause (z) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any Permitted Refinancing thereof so long as such Permitted Refinancing does not expand the scope of such Contractual Obligation, (r) pursuant to Indebtedness of any Restricted Subsidiary of Holdings that is not a Loan Party that is permitted by Section 8.1, (s) restrictions in connection with cash or other deposits permitted under Section 8.2, and (t) restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 8.1 that are, taken as a whole, in the good faith judgment of the Borrowers, no more restrictive with respect to the Borrowers or any other Loan Party than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrowers shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Significant Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Significant Restricted Subsidiary held by, or repay or prepay any Indebtedness owed to, the Borrowers or any other Significant Restricted Subsidiary of the Borrowers, (b) make loans or advances to, or other Investments in, a Borrower or any other Significant Restricted Subsidiary of such Borrower or (c) transfer any of its assets to a Borrower or any other Significant Restricted Subsidiary of such Borrower, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Significant Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Significant Restricted Subsidiary so long as such sale is permitted hereunder, (iii) customary restrictions on the assignment of leases, contracts and licenses entered into in the ordinary course of business, (iv) any agreement in effect at the time any Person becomes a Significant Restricted Subsidiary of any Borrower; provided that such agreement was not entered into in contemplation of such Person becoming a Significant Restricted Subsidiary of such Borrower, (v) restrictions of the nature referred to in clause (c) above under agreements governing purchase money liens or Capital Lease Obligations otherwise permitted hereby which restrictions are only effective against the assets financed thereby, (vi) agreements governing Indebtedness outstanding on the Closing Date and listed on Schedule 8.1(i) and any amendments, modifications, restatements, renewals, increases, supplements, refundings or Permitted Refinancings of those agreements, (vii) Liens permitted by Section 8.2 that limit the right of the Borrowers or any of their Significant Subsidiaries to dispose of the assets subject to such Liens, (viii) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, agreements in respect of sales of Capital Stock and other similar agreements entered into in connection with transactions permitted under this

Agreement, provided that such encumbrance or restriction shall only be effective against the assets or property that are the subject of such agreements, (ix) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Borrowers or any of its Significant Subsidiaries as in effect at the date of such acquisition, which encumbrance or restriction is not applicable to any Person, or the property or assets of any Person, other than the Person, or the properties or assets of such Person, so acquired, (x) restrictions under agreements evidencing or governing Indebtedness of any Significant Subsidiaries that are Foreign Subsidiaries or Non-Guarantor Subsidiaries permitted under Section 8.1; provided that such restrictions are only with respect to assets of any Significant Subsidiaries that are Foreign Subsidiaries or Non-Guarantor Subsidiaries, (xi) restrictions under agreements evidencing or governing Indebtedness permitted under Sections 8.1(b), (c), (d), (e), (g), (q) or (v) (to the extent, in the case of Section 8.1(v), such Indebtedness is of the type contemplated to be incurred under any of Sections 8.1(d) or (g)), (xii) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of the business of the Borrowers and their Significant Subsidiaries, (xiii) customary provisions in joint venture agreements or other similar agreements applicable to joint ventures and applicable solely to such joint venture entered into in the ordinary course of business, and (xiv) any restrictions regarding licenses or sublicenses by the Borrowers and the other Significant Subsidiaries of trademarks, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights in the ordinary course of business (in which case such restriction shall relate only to such right to intellectual property pursuant to such license or sublicense).

8.12 Lines of Business. With respect to the Borrowing Agent and each of its Restricted Subsidiaries, enter into any business, either directly or through any Restricted Subsidiary, except (a) for those businesses in which the Company and its Subsidiaries are engaged on the Closing Date or that are reasonably related, similar, ancillary, complementary or incidental thereto or reasonable extensions thereof and (b) with respect to Holdings, engage in any business or activity other than (i) the direct or indirect ownership of all outstanding Capital Stock in the Borrowing Agent and other Subsidiaries, (ii) maintaining its corporate or other entity existence, (iii) participating in tax, accounting and other administrative activities as the parent of the consolidated group of companies consisting of the Borrowing Agent and its Restricted Subsidiaries, (iv) the performance of obligations under the Loan Documents and the ABL Facility Documents, (v) making and receiving Restricted Payments, (vi) establishing and maintaining bank accounts, (vii) entering into employment agreements and other customary arrangements with officers and directors and performing the activities contemplated thereby, (viii) the performing of activities in preparation for and consummating any public offering of its common stock or any other issuance or sale of its Capital Stock, (ix) the providing of indemnification to officers, managers and directors, (x) taking any other action permitted under the Loan Documents, the ABL Facility Documents, any document related to any Permitted Incremental Equivalent Debt or any document related to a Permitted Refinancing thereof, (xi) purchasing Qualified Capital Stock of its Subsidiaries, (xii) the making of loans to officers, directors and employees in exchange for its Qualified Capital Stock purchased by such officers, directors and employees pursuant to Section 8.6(h)(i) and the acceptance of notes relating thereto and (xiii) any activities incidental to the foregoing.

8.13 Consolidated Capital Expenditures. [Beginning with the first fiscal year set forth below, make or commit to make Consolidated Capital Expenditures for any fiscal year (or

shorter period) set forth below in excess of the amount set forth in the table below (the “Consolidated Capital Expenditure Limitation”) with respect to such fiscal year (or shorter period):

<u>Fiscal Period</u>	<u>Consolidated Capital Expenditure Limitation</u>

; provided, however, in the event the Holdings, the Borrowing Agent and any of their respective Restricted Subsidiaries to do not expend the entire Consolidated Capital Expenditure Limitation in any fiscal year, Holdings, the Borrowing Agent and any of their respective Restricted Subsidiaries may carry forward to the immediately succeeding fiscal year [●]% of the unutilized portion. All Consolidated Capital Expenditures in any fiscal year shall first be applied to reduce the applicable Consolidated Capital Expenditure Limitation for such fiscal year and then to reduce the carry-forward from the previous fiscal year, if any.]⁹

8.14 Total Leverage Ratio.¹⁰ Beginning with the first fiscal quarter set forth below, suffer or permit the Total Leverage Ratio as of the day of any fiscal quarter set forth below to be greater than the correlative maximum ratio indicated:

<u>Fiscal Quarter</u>	<u>Maximum Total Leverage Ratio</u>

SECTION 9. GUARANTEE

9.1 The Guarantee. Each Guarantor hereby jointly and severally guarantees, as a primary obligor and not as a surety, to each Secured Party and their respective successors and permitted assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of (1) the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Bankruptcy Code after any bankruptcy or insolvency petition under the Bankruptcy Code or any similar law of any other jurisdiction) on (i) the Term Loans made by the Lenders to the Borrowers, and (ii) the Term Notes held by each Lender of the Borrowers and (2) all other Obligations from time to time owing to the Secured Parties by the Loan Parties (such obligations being herein called the “Guaranteed Obligations”). Each Guarantor hereby jointly and severally agrees that, if the Borrowers shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

⁹ To be determined.

¹⁰ To be determined.

9.2 Obligations Unconditional. The obligations of the Guarantors under Section 9.1, respectively, shall constitute a guarantee of payment (and not of collection) and to the fullest extent permitted by applicable Requirements of Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Borrowers under this Agreement, the Term Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety by any Guarantor, as applicable (except for payment in full). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall, in each case, remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Term Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of any Lender or the Administrative Agent as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor pursuant to Section 9.8, or otherwise.

Each of the Guarantors hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Borrowers or any Guarantor under this Agreement or the Term Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. Each of the Guarantors waives any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this guarantee made under this Section 9 (this "Guarantee") or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between the Borrowers and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and

unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Secured Parties and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and assigns thereof, and shall inure to the benefit of the applicable Lenders, and their respective successors and permitted assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

9.3 Reinstatement. The obligations of the Guarantors under this Section 9 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrowers or any Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

9.4 No Subrogation. Each Guarantor hereby agrees that until the payment and satisfaction in full in cash of all Guaranteed Obligations (other than contingent indemnification and reimbursement obligations for which no claim has been made) and the expiration and termination of the Term Loan Commitments under this Agreement it shall subordinate any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 9.1, whether by subrogation, right of contribution or otherwise, against the Borrowers or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

9.5 Remedies. Each Guarantor jointly and severally agrees that, as between the Guarantors and the Lenders, the obligations of the Borrowers under this Agreement and the Term Notes, if any, may be declared to be forthwith due and payable as provided in Section 10 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 10) for purposes of Section 9.1, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrowers or any Guarantor and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable, or the circumstances occurring where Section 10 provides that such obligations shall become due and payable), such obligations (whether or not due and payable by the Borrowers) shall forthwith become due and payable by the Guarantors for purposes of Section 9.1.

9.6 Continuing Guarantee. The Guarantee made by the Guarantors in this Section 9 is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

9.7 General Limitation on Guaranteed Obligations. In any action or proceeding involving any federal, state, provincial or territorial, corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any

Guarantor under Section 9.1 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 9.1, then, notwithstanding any other provision to the contrary, the amount of such liability of such Guarantor shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution established in Section 9.9) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding and would not constitute fraudulent conveyance.

The Guarantors confirm that it is the intention that this Guarantee not constitute a fraudulent transfer or conveyance for purposes of Debtor Relief Laws, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal, state or foreign law to the extent applicable to the obligations set forth herein.

9.8 Release of Subsidiary Guarantors and Pledges.

(a) A Subsidiary Guarantor shall be automatically released from its obligations hereunder in the event that (i) all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a Person other than Holdings or any of its Restricted Subsidiaries in a transaction permitted by Section 8, (ii) so long as no Event of Default then exists or would result therefrom, upon the designation of a Subsidiary Guarantor as an Unrestricted Subsidiary in accordance with Section 7.11, or (iii) solely in the case of a Canadian Loan Party or the Puerto Rican Loan Party, such Canadian Loan Party or Puerto Rican Loan Party is released from its obligations under the ABL Facility. In connection with any such release of a Guarantor, the Administrative Agent shall promptly execute and deliver to such Guarantor, at such Guarantor's expense, all UCC termination statements and other documents that such Guarantor shall reasonably request to evidence such release.

(b) If (x) any voting Capital Stock issued by any Excluded Foreign Subsidiary described in clause (i) of the definition of Excluded Foreign Subsidiary is redeemed by such Excluded Foreign Subsidiary, (y) the Borrowers provide written notice to the Administrative Agent that the Borrowers have determined in accordance with clause (i) of the definition of Excluded Foreign Subsidiary that a Subsidiary has become an Excluded Foreign Subsidiary described in such clause (i), or (z) the Borrowers provide written notice to the Administrative Agent that a Foreign Subsidiary or a CFC Holdco has ceased to be an Excluded Foreign Subsidiary described in clause (i) of the definition of Excluded Foreign Subsidiary and has become an Excluded Foreign Subsidiary described in clause (ii) of the definition of Excluded Foreign Subsidiary, then such shares of the relevant issuer shall be automatically and without further action released from the security interests created by this Agreement so that the shares of voting Capital Stock of such Subsidiary subject to the security interests created by this Agreement shall not include more than 65% of the total outstanding voting Capital Stock of any Excluded Foreign Subsidiary described in clause (i) of the definition of Excluded Foreign Subsidiary or at any time include any shares of Capital Stock of any Excluded Foreign Subsidiary described in clause (ii) of the definition of Excluded Foreign Subsidiary and any certificates representing such released Capital Stock shall be returned to the applicable grantor.

9.9 Right of Contribution. At any time a payment in respect of the Guaranteed Obligations is made under this Guarantee, the right of contribution of each Subsidiary Guarantor against each other Subsidiary Guarantor shall be determined as provided in the immediately following sentence, with the right of contribution of each Subsidiary Guarantor to be revised and restated as of each date on which a payment (a “Relevant Payment”) is made on the Guaranteed Obligations under this Guarantee. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have made payments in respect of the Guaranteed Obligations that, in the aggregate, exceed such Subsidiary Guarantor’s Contribution Percentage (as defined below) of the aggregate payments made by all Subsidiary Guarantors (such excess, the “Aggregate Excess Amount”), each such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its Contribution Percentage of the aggregate payments made by all Subsidiary Guarantors (the “Aggregate Deficit Amount”) on the date of such payment, in an amount equal to (x) a fraction, the numerator of which is the Aggregate Excess Amount paid by such Subsidiary Guarantor and the denominator of which is the Aggregate Excess Amount paid by all Subsidiary Guarantors, multiplied by (y) the Aggregate Deficit Amount. Each Subsidiary Guarantor’s right of contribution shall be subject to the terms and conditions of Section 9.4. The provisions of this Section 9.9 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Collateral Agent and the other Secured Parties, and each Subsidiary Guarantor shall remain liable to the Collateral Agent and the other Secured Parties for the full amount guaranteed by such Subsidiary Guarantor hereunder; provided, that no Subsidiary Guarantor may take any action to enforce such right until the Guaranteed Obligations have been irrevocably paid in full in cash and the Total Term Loan Commitment has been terminated, it being expressly recognized and agreed by all parties hereto that any Subsidiary Guarantor’s right of contribution arising under this Section 9.9 against any other Subsidiary Guarantor shall be expressly junior and subordinate to such other Subsidiary Guarantor’s obligations and liabilities in respect of the Obligations and any other obligations owing under this Guarantee. As used in this Section 9.9: (i) each Subsidiary Guarantor’s “Contribution Percentage” shall mean the percentage obtained by dividing (x) Adjusted Net Worth (as defined below) of such Subsidiary Guarantor by (y) the aggregate Adjusted Net Worth of all Subsidiary Guarantors; (ii) the “Adjusted Net Worth” of each Subsidiary Guarantor shall mean the greater of (x) the Net Worth (as defined below) of such Subsidiary Guarantor and (y) zero; and (iii) the “Net Worth” of each Subsidiary Guarantor shall mean the amount by which the fair saleable value of such Subsidiary Guarantor’s assets on the date of any payment by such Subsidiary Guarantor exceeds its existing debts and other liabilities (including contingent liabilities, but without giving effect to any Guaranteed Obligations arising under this Guarantee) on such date. Notwithstanding anything to the contrary contained above, any Subsidiary Guarantor that is released from this Guarantee pursuant to Section 9.8 hereof shall thereafter have no contribution obligations, or rights, pursuant to this Section 9.9, and at the time of any such release, if the released Subsidiary Guarantor had an Aggregate Excess Amount or an Aggregate Deficit Amount, same shall be deemed reduced to \$0, and the contribution rights and obligations of the remaining Subsidiary Guarantors shall be recalculated on the respective date of releases (as otherwise provided above) based on the payments made hereunder by the remaining Subsidiary Guarantors.

9.10 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this

Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 9.10 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 9.10, or otherwise under this Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until a discharge of Guaranteed Obligations. Each Qualified ECP Guarantor intends that this Section 9.10 constitute, and this Section 9.10 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 10. EVENTS OF DEFAULT

10.1 Events of Default. An “Event of Default” shall occur if any of the following events shall occur and be continuing; provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied (any such event, an “Event of Default”):

(a) a Borrower shall fail to pay any principal of any Term Loan when due in accordance with the terms hereof; or a Borrower shall fail to pay any interest on any Term Loan, any fee or any other amount payable hereunder or under any other Loan Document within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by Holdings or its Restricted Subsidiaries herein or in any other Loan Document or that is contained in any certificate, document or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect (without duplication of any materiality qualifiers set forth therein) on or as of the date made or deemed made (or if any representation or warranty is expressly stated to have been made as of a specific date, inaccurate in any material respect as of such specific date); or

(c) any Loan Party shall default in the observance or performance of (i) any agreement contained in Section 7.4(a), Section 7.5, Section 7.6, Section 7.7(a), Section 7.12 or Section 8; provided that the covenant in Section 8.14 is subject to cure pursuant to Section 10.4; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 10.1), and such default shall continue unremedied for a period of (x) in the case of Section 7.1(c) and Section 7.4(a), 5 days and (y) otherwise, 30 days after the earlier of (i) the date on which an officer of a Loan Party first becomes aware of such default and (ii) the date on which the Administrative Agent or the Required Lenders give written notice thereof to the Borrowing Agent; or

(e) Holdings or any of its Restricted Subsidiaries shall (i) default in making any payment of any principal of any Material Indebtedness (including any Guarantee Obligation in respect of Material Indebtedness, but excluding the Term Loans); or (ii) default in making any

payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to (x) cause, or to permit the holder or beneficiary of such Material Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause (determined without regard to whether any notice is required) such Material Indebtedness to become due prior to its stated maturity or (in the case of any such Material Indebtedness constituting a Guarantee Obligation) to become payable or (y) to cause (determined without regard to whether any notice is required) Holdings or any of its Restricted Subsidiaries to purchase or redeem or make an offer to purchase or redeem such Indebtedness prior to its stated maturity; provided that clause (iii) of this Section 10.1(e) shall not apply to secured Indebtedness that becomes due as a result of the voluntary Disposition of the property or assets securing such Indebtedness, if such Disposition is permitted hereunder and such Indebtedness that becomes due is paid upon such Disposition; provided, further, that (I) this clause (e) shall not apply to the extent there occurs under any Swap Agreement an Early Termination Date (as defined in such Swap Agreement, or any similar term in such Swap Agreement) resulting from any Termination Event (as defined in such Swap Agreement, or any similar term in such Swap Agreement) under such Swap Agreement as to which a Loan Party or any Restricted Subsidiary thereof is an Affected Party (as defined in such Swap Agreement, or any similar term in such Swap Agreement) (other than with respect to Termination Events or equivalent events pursuant to the terms of such Swap Agreements that are not the result of any default or breach thereunder by any Loan Party or any Restricted Subsidiary) unless the Swap Termination Value owed by the Loan Party or such Restricted Subsidiary as a result thereof is greater than \$15,000,000 and (II) notwithstanding anything set forth herein, a breach of the financial covenant under [Section 7.15] of the ABL Facility shall not constitute an Event of Default under this Section 10.1(e) until the earliest to occur of (A) the date occurring on the 30th day following the breach of such covenant to the extent such breach remains uncured or waived under the ABL Facility, (B) the commitments under the ABL Facility shall have been terminated (except to the extent the ABL Facility has been refinanced or replaced) or the loans under the ABL Facility shall have been accelerated and (C) the ABL Agent, the collateral agent under the ABL Facility or any lender under the ABL Facility shall have exercised any remedies available to it under the ABL Facility; or

(f) (i) Holdings, the Borrowing Agent or any Significant Restricted Subsidiary shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Borrowing Agent or any Significant Restricted Subsidiary shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Holdings, the Borrowing Agent or any Significant Restricted Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall

be commenced against Holdings, the Borrowing Agent or any Significant Restricted Subsidiary any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) Holdings, the Borrowing Agent or any Significant Restricted Subsidiary shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) Holdings, the Borrowing Agent or any Significant Restricted Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any Person shall engage in any non-exempt “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any Lien in favor of the PBGC or a Plan shall arise on the assets of Holdings, the Borrowing Agent, any Subsidiary, or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to any Plan, or proceedings by the PBGC shall commence to have a trustee appointed or to terminate a Plan, or a trustee shall be appointed, to administer or to terminate, any Plan, (iv) the administrator of a Plan shall provide a notice of intent to terminate such Plan pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a Plan amendment referred to in Section 4041(e) of ERISA) or any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) Holdings, the Borrowing Agent, any Subsidiary or any Commonly Controlled Entity shall, or is reasonably likely to, incur any liability in connection with a partial or complete withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan, (vi) a Plan has failed to satisfy the minimum funding standard within the meaning of Section 412 or 430 of the Code or Section 302 or 303 of ERISA, or an application may be or has been made for a waiver or modification of the minimum funding standard (including any required installment payments) or an extension of any amortization period under Section 412 of the Code or Section 302 or 304 of ERISA with respect to a Plan, (vii) a determination has been made that any Plan is, or is expected to be, considered an at-risk plan within the meaning of Section 430 of the Code or Section 303 of ERISA, (viii) a Multiemployer Plan is reasonably expected to be in endangered or critical status under Section 305 of ERISA or Holdings, the Borrowing Agent, any Subsidiary or Commonly Controlled Entity has been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in Reorganization, Insolvent or has been determined to be in endangered or critical status within the meaning of Section 432 of the Code or Section 305 of ERISA, (ix) the cessation of operations at a facility of Holdings, the Borrowing Agent, any Subsidiary or any Commonly Controlled Entity in the circumstances described in Section 4062(e) of ERISA, or (x) any contribution required to be made with respect to a Plan, Multiemployer Plan or Non-U.S. Plan has not been timely made; and in each case in clauses (i) through (x) above, such event or condition, together with all other such events or conditions, if any, has had, or could reasonably be expected to have, a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against Holdings or any of its Restricted Subsidiaries involving in the aggregate a liability (not paid or covered by insurance as to which the relevant reputable and solvent insurance company has been notified of the claim and has not denied coverage in writing) of \$15,000,000 or more, and all such

judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(i) any material provision of the ABL/Term Loan Intercreditor Agreement, any Security Document or any other Loan Document shall cease, for any reason, to be in full force and effect, other than pursuant to the terms hereof or thereof, or as a result of acts or omissions of Administrative Agent, Lenders, their Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates (each, a "Related Party") or any Lien created by any such Security Document or any such Loan Document shall cease to be enforceable and of the same effect and priority purported to be created thereby (subject to any Intercreditor Agreement then in effect) with respect to any material portion of the Term Priority Collateral, other than pursuant to the terms hereof or thereof, or as a result of acts or omissions of Administrative Agent or any of its Related Parties; or

(j) the Guarantee contained in Section 9 shall cease, for any reason, to be in full force and effect, other than (x) as provided for in Section 9.8, (y) pursuant to the terms hereof or thereof, or (z) as a result of acts or omissions of Administrative Agent or any of its Related Parties, or any Loan Party or any of their Subsidiaries shall so assert in writing; or

(k) (i) any of the Obligations of the Loan Parties under the Loan Documents for any reason shall cease to be "Senior Indebtedness" (or any comparable term) or "Senior Secured Financing" (or any comparable term) under, and as defined in any documentation governing Subordinated Indebtedness in excess of \$15,000,000 or (ii) the subordination provisions set forth in any documentation governing Subordinated Indebtedness in excess of \$15,000,000 shall, in whole or in part, cease to be effective or cease to be legally valid, binding and enforceable against the holders of such Subordinated Indebtedness, if applicable, in each case, other than pursuant to the terms hereof or thereof, or as a result of acts or omissions of Administrative Agent or any of its Related Parties; or

(l) a Change of Control shall occur.

10.2 Action in Event of Default.

(a) Upon any Event of Default specified in Section 10.1(f), the Term Loan Commitments shall immediately terminate automatically and the Term Loans (with accrued interest thereon) and all other Obligations owing under this Agreement and the other Loan Documents shall automatically immediately become due and payable.

(b) If any other Event of Default under Section 10.1 occurs, then the Administrative Agent may, or at the request of the Required Lenders shall, take any or all of the following actions: (i) by notice to the Borrowing Agent, declare the Term Loans (with accrued interest thereon) and all other Obligations owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable, (ii) the Administrative Agent, in its capacity as Collateral Agent, may enforce all Liens and security interests created pursuant to the Security Documents and (iii) the Administrative Agent may enforce on any Guarantee. Except as expressly provided above in this Section 10.2,

presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrowing Agent.

10.3 Application of Proceeds.

(a) Subject to the ABL/Term Intercreditor Agreement, the Collateral Agent shall upon any exercise of remedies hereunder or under any Security Document apply the proceeds of any collection or sale of Collateral, together with all other moneys, in each case received by the Administrative Agent or the Collateral Agent hereunder (or, to the extent any Security Document executed by a Loan Party requires proceeds of collateral thereunder to be applied in accordance with the provisions of this Agreement), including any Collateral consisting of cash, in the manner set forth in Section 4.2(d).

(b) If any payment to any Secured Party pursuant to this Section 10.3 of its pro rata share of any distribution would result in overpayment to such Secured Party, such excess amount shall instead be distributed in respect of the unpaid Obligations of the other Secured Parties, with each Secured Party whose Obligations have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Obligations of such Secured Party and the denominator of which is the unpaid Obligations of all Secured Parties entitled to such distribution.

(c) Subject to the terms of the ABL/Term Intercreditor Agreement, all payments required to be made hereunder shall be made (x) if to Secured Parties (other than Secured Parties in respect of payments of Obligations under Secured Swap Agreement or Secured Cash Management Obligations), to the Administrative Agent for the account of such Secured Parties, (y) if to Secured Parties in respect of payments of Obligations under Secured Swap Agreements, to the trustee, paying agent or other similar representative (each, a "Representative") for such Secured Parties or, in the absence of such a Representative, directly to such Secured Parties and (z) if to the Secured Parties in respect of payments of Secured Cash Management Obligations, directly to such Secured Parties.

(d) For purposes of applying payments received in accordance with this Section 10.3, the Collateral Agent shall be entitled to rely upon (i) the Administrative Agent, (ii) the Representative or, in the absence of such a Representative, upon the applicable Secured Parties in respect of payments of Obligations under Secured Swap Agreements and (iii) the applicable Secured Parties in respect of payments of Secured Cash Management Obligations for a determination (which the Administrative Agent and each other Secured Party agrees (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Obligations of the Loan Parties owed to the Secured Parties.

(e) Subject to the other limitations (if any) set forth herein and in the other Loan Documents, it is understood that the Loan Parties shall remain liable (as and to the extent set forth in the Loan Documents) to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Obligations of the Loan Parties.

(f) It is understood and agreed by each Loan Party and each Secured Party that the Collateral Agent shall have no liability for any determinations made by it in this

Section 10.3 (including, without limitation, as to whether given Collateral constitutes Term Priority Collateral or ABL Priority Collateral). Each Loan Party and each Secured Party also agrees that the Collateral Agent may (but shall not be required to), at any time and in its sole discretion, and with no liability resulting therefrom, petition a court of competent jurisdiction regarding any application of Collateral in accordance with the requirements hereof and of the ABL/Term Intercreditor Agreement, and the Collateral Agent shall be entitled to wait for, and may conclusively rely on, any such determination.

10.4 Borrowers' Right to Cure. Notwithstanding anything to the contrary contained in Section 10.1 or Section 10.2, in the event that the Borrowers fail (or, but for the operation of this Section 10.4, would fail) to comply with the requirements of the financial covenant set forth in Section 8.14, from the last day of the applicable fiscal quarter until the expiration of the 10th Business Day subsequent to the date the financial statements are required to be delivered pursuant to Sections 7.01(a) or (b), with respect to any fiscal quarter hereunder, the Holdings (or any Parent Company) may issue equity (provided such equity issuance does not result in a Change of Control and constitutes common equity or Qualified Capital Stock) for cash or otherwise receive cash contributions from its equityholders or from the Unrestricted Subsidiaries (a "Specified Equity Contribution") in order to remedy any Event of Default that has occurred with respect to Section 8.14 for such fiscal quarter. Upon such Specified Equity Contribution in accordance with the immediately preceding sentence, the amount of the net proceeds actually received by the Borrowers shall, solely for the purposes (and subject to the limitations) hereinafter described in this Section 10.4, increase Consolidated EBITDA with respect to such applicable fiscal quarter (and any subsequent period of four consecutive fiscal quarters that includes such fiscal quarter) and if, after giving effect to such increase in Consolidated EBITDA, the Borrowers shall then be in compliance with the requirements of Section 8.14, the Borrowers shall be deemed to have satisfied the requirements set forth therein as of the relevant four fiscal quarter period with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default that had occurred shall be deemed cured for purposes of this Agreement; provided (x) that such Net Cash Proceeds (i) are actually received by Borrower no later than 10 Business Days after the date on which financial statements are required to be delivered with respect to such fiscal quarter hereunder, and (ii) do not exceed the aggregate amount necessary to cure (by addition to Consolidated EBITDA) such Event of Default under Section 8.14 for such period. The parties hereby acknowledge that this Section 10.4 may not be relied on for purposes of calculating any financial ratios other than as applicable to Section 8.14 and shall not be included for purposes of determining pricing, fees or any financial ratio-based conditions (including, without limitation, compliance with any covenant or condition other than Section 8.14 itself which requires a determination of whether the financial covenant in Section 8.14 is satisfied, whether or not same would otherwise be applicable) or any baskets with respect to the covenants or conditions contained in this Agreement and (y) (i) in each four consecutive fiscal quarter period there shall be at least two fiscal quarters in which a cure set forth in this Section 10.4 is not exercised, (ii) a cure set forth in this Section 10.4 shall not be exercised more than five times during the term of this Agreement

SECTION 11.
ADMINISTRATIVE AGENT

11.1 Appointment. The Lenders hereby irrevocably designate and appoint Cortland as Administrative Agent (for purposes of Sections 11 and 12.1, the term “Administrative Agent” also shall include Cortland in its capacity as Collateral Agent pursuant to the Security Documents) to act as specified herein and in the other Loan Documents. Each Lender hereby irrevocably authorizes, and each holder of any Term Note by the acceptance of such Term Note shall be deemed irrevocably to authorize, the Administrative Agent to take such action on its behalf under the provisions of this Agreement, the other Loan Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Administrative Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Administrative Agent may perform any of its respective duties hereunder by or through its officers, directors, agents, employees or affiliates. The provisions of this Section 11 are solely for the benefit of the Administrative Agent and the Lenders, and the Borrowers shall not have any rights as third party beneficiaries of any such provisions (except as provided in Section 11.9).

11.2 Nature of Duties.

(a) The Administrative Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and in the other Loan Documents. Neither the Administrative Agent nor any of its officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder or under any other Loan Document or in connection herewith or therewith (i) if such action or omission was taken at the direction of the Required Lenders, or (ii) unless caused by its or their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). The duties of the Administrative Agent shall be mechanical and administrative in nature; the Administrative Agent shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender or the holder of any Term Note; and nothing in this Agreement or in any other Loan Document, expressed or implied, is intended to or shall be so construed as to impose upon the Administrative Agent any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein.

(b) Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take, or not to take, any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the

Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the Automatic Stay under any Debtor Relief Law or that may affect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower or any of their respective Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

11.3 Lack of Reliance on the Administrative Agent. Independently and without reliance upon the Administrative Agent, each Lender and the holder of each Term Note, to the extent it deems appropriate, acknowledges that it has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of Holdings and its Subsidiaries in connection with the making and the continuance of the Term Loans and the taking or not taking of any action in connection herewith and (ii) its own appraisal of the creditworthiness of Holdings and its Subsidiaries and, except as expressly provided in this Agreement, the Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Term Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Term Loans or at any time or times thereafter. The Administrative Agent shall not be responsible to any Lender or the holder of any Term Note for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of this Agreement or any other Loan Document or the financial condition of Holdings or any of its Subsidiaries or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Loan Document, or the financial condition of Holdings or any of its Subsidiaries or the existence or possible existence of any Default or Event of Default.

11.4 Certain Rights of the Administrative Agent. If the Administrative Agent requests instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, the Administrative Agent shall be entitled to refrain from such act or taking such action unless and until the Administrative Agent shall have received instructions from the Required Lenders and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys, accountants, experts and other professional advisors selected by it; and the Administrative Agent shall not incur liability to any party by reason of so refraining. Without limiting the foregoing, neither any Lender nor the holder of any Term Note shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of the Required Lenders. The Administrative Agent shall not be required to take any action under this Agreement or any other Loan Document, unless it is indemnified hereunder to its satisfaction.

11.5 Reliance. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message (or other electronic communication), cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the Administrative Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Loan Document and its duties hereunder and thereunder, upon advice of counsel selected by the Administrative Agent.

11.6 Indemnification. (a) To the extent the Administrative Agent (or any affiliate thereof) is not timely reimbursed and indemnified by the Borrowing Agent, the Lenders will reimburse and indemnify the Administrative Agent (and any affiliate thereof), including without limitation in its capacity as Collateral Agent under the Loan Documents, in proportion to their respective "percentage" as used in determining the Required Lenders (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document including, without limitation, taking or omitting to take any action or exercising any powers at the direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

(b) To the extent that the Loan Parties fail to pay any amount required to be paid by them to the Administrative Agent or the Collateral Agent under Section 12.1, each Lender severally agrees to pay to the Administrative Agent or the Collateral Agent, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or the Collateral Agent in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its outstanding Term Loans and unused Commitments at the time (in each case, determined as if no Lender were a Defaulting Lender).

(c) To the extent permitted by applicable law, no party hereto shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(d) The provisions of this Section 11.6 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or

any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender. All amounts due under this Section 11.6 shall be payable on written demand therefor.

11.7 The Administrative Agent in its Individual Capacity. With respect to its obligation to make Term Loans under this Agreement, the Administrative Agent shall have the rights and powers specified herein for a “Lender” and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term “Lender,” “Required Lenders,” “Majority Lender,” “Additional Lender”, “Incremental Term Lender” or any similar terms shall, unless the context clearly indicates otherwise, include the Administrative Agent in its respective individual capacities. The Administrative Agent and its affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with, or provide debt financing, equity capital or other services (including financial advisory services) to any Loan Party or any Affiliate of any Loan Party (or any Person engaged in a similar business with any Loan Party or any Affiliate thereof) as if they were not performing the duties specified herein, and may accept fees and other consideration from any Loan Party or any Affiliate of any Loan Party for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

11.8 Holders. The Administrative Agent may deem and treat the payee of any Term Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent and recorded in the Register. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Term Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Term Note or of any Term Note or Term Notes issued in exchange therefor.

11.9 Resignation by the Administrative Agent.

(a) The Administrative Agent may resign from the performance of all its respective functions and duties hereunder and/or under the other Loan Documents at any time by giving 15 Business Days’ prior written notice to the Lenders and the Borrowing Agent. Such resignation shall take effect upon the appointment of a successor Administrative Agent pursuant to clauses (c) and (d) below or as otherwise provided below.

(b) The Required Lenders may, at any time, remove the Person serving as Administrative Agent by giving 15 Business Days’ prior written notice to the Borrowing Agent and such Person. Such removal shall take effect upon the appointment of a successor Administrative Agent pursuant to clauses (c) and (d) below or as otherwise provided below.

(c) Upon any such notice of resignation or removal, the Required Lenders, in consultation with the Borrowing Agent, may appoint a successor Administrative Agent hereunder or thereunder reasonably acceptable to the Borrowing Agent, which acceptance shall not be unreasonably withheld or delayed; provided that the Borrowing Agent’s approval shall not be required if a Significant Event of Default shall have occurred and be continuing; provided further that the Borrowing Agent shall not unreasonably withhold its approval of any successor

Administrative Agent if such successor is a commercial bank with a consolidated combined capital and surplus of at least \$2.5 billion.

(d) If a successor Administrative Agent shall not have been so appointed within the 15 Business Day period following delivery of a notice of resignation, the Administrative Agent, in consultation with the Borrowing Agent, shall then appoint a successor Administrative Agent who shall serve as Administrative Agent hereunder or thereunder until such time, if any, as the Required Lenders appoint a successor Administrative Agent in accordance with clause (c) above.

(e) If no successor Administrative Agent has been appointed pursuant to clause (c) or (d) above by the 20th Business Day after the date of a notice of resignation or removal, as applicable, the Administrative Agent's resignation or removal, as applicable, shall become effective and all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, and the Required Lenders shall thereafter perform all the duties of the Administrative Agent hereunder and/or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent in accordance with clause (c) above; provided that in the case of any original Collateral held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such original Collateral until such time as a successor Administrative Agent is appointed pursuant to this Section 11.9.

(f) Upon a resignation or removal of the Administrative Agent pursuant to this Section 11.9, the Administrative Agent shall remain indemnified to the extent provided in this Agreement and the other Loan Documents and the provisions of this Section 11 (and the analogous provisions of the other Loan Documents) shall continue in effect for the benefit of the Administrative Agent for all of its actions and inactions while serving as the Administrative Agent.

11.10 Collateral Matters.

(a) Each Lender authorizes and directs the Collateral Agent to enter into (x) the Security Documents and the ABL/Term Loan Intercreditor Agreement and any Other Intercreditor Agreement for the benefit of the Lenders and the other Secured Parties, (y) any amendments, amendments and restatements, restatements or waivers of or supplements to or other modifications to the Security Documents and the ABL/Term Loan Intercreditor Agreement and any Other Intercreditor Agreement in connection with the incurrence by any Loan Party of Indebtedness pursuant to Section 8.1 or (c), as applicable or to permit such Indebtedness to be secured by a valid, perfected lien (with such priority as may be designated by the Borrowing Agent or relevant Subsidiary, to the extent such priority is permitted by Section 8.1(b) or (c), as applicable) and (z) any Incremental Amendment as provided in Section 2.15, any Loan Modification Agreement as provided in Section 2.16 and any Refinancing Amendment pursuant to Section 2.17). Each Lender hereby agrees, and each holder of any Term Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Agreement or the Security Documents, and the exercise by the Required Lenders of the powers set forth herein or

therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. The Collateral Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to an Event of Default, to take any action with respect to any Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents and in the case of the ABL/Term Loan Intercreditor, any Other Intercreditor Agreement or any other Intercreditor Agreement to take all actions (and execute all documents) required or deemed advisable by it in accordance with the terms thereof.

(b) The Lenders hereby authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral (i) upon the occurrence of the Termination Date, (ii) constituting property being sold or otherwise disposed of (to Persons other than Holdings and its Subsidiaries) upon the sale or other disposition thereof in compliance with Section 8.4, (iii) if approved, authorized or ratified in writing by the Required Lenders (or all of the Lenders hereunder, to the extent required by Section 12.12) or (iv) as otherwise may be expressly provided in the relevant Security Documents. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 11.10.

(c) The Collateral Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Loan Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 11.10 or in any of the Security Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

(d) Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 11.10. In each case as specified in this Section 11.10, the Administrative Agent will, at the Borrowing Agent's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the security interest granted under the Security Agreement and the other Loan Documents or to subordinate its interest in such item, or to release such Subsidiary Loan Party from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 11.10.

11.11 Delivery of Information. The Administrative Agent shall not be required to deliver to any Lender originals or copies of any documents, instruments, notices, communications or other information received by the Administrative Agent from any Loan Party, any Subsidiary, the Required Lenders, any Lender or any other Person under or in connection with this Agreement or any other Loan Document except (i) as specifically provided in this Agreement or any other Loan Document and (ii) as specifically requested from time to time in writing by any Lender with respect to a specific document, instrument, notice or other written communication received by and in the possession of the Administrative Agent at the time of receipt of such request and then only in accordance with such specific request.

11.12 Withholding. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any withholding tax applicable to such payment. If the IRS or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender for any other reason, or the Administrative Agent has paid over to the IRS applicable withholding tax relating to a payment to a Lender but no deduction has been made from such payment, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with any and all expenses incurred, unless such amounts have been indemnified by any Borrower, Guarantor or the relevant Lender.

11.13 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Term Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowing Agent) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Term Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 3.1(a) or Section 12.1) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 3.1(a) or Section 12.1.

SECTION 12.
MISCELLANEOUS

12.1 Payment of Expenses, etc.

(a) The Borrowers, Holdings, and each Guarantor agree, jointly and severally, to pay all reasonable and documented (in summary form) out-of-pocket fees, costs, disbursements and expenses (i) incurred by (A) the Administrative Agent (including and limited, in the case of counsel, to) all reasonable fees, costs, disbursements and expenses of the Agents' primary outside counsel, initially NRF, and (B) the Lenders (limited, in the case of counsel, financial advisors and other outside professional advisors to all reasonable fees, costs, disbursements and expenses of the Lenders' counsels, Akin and K&S and Houlihan, as financial advisor to the Lenders, and (C) any other professional advisors retained by the Administrative Agent, or the Lenders or their respective counsel in connection with the negotiations, preparation, execution and delivery of the Loan Documents, including, without limitation, all due diligence, transportation, computer, duplication, messenger, audit, insurance, appraisal, valuation and consultant costs and expenses, and all search, filing and recording fees, incurred or sustained by the Administrative Agent and its counsel and professional advisors in connection with the Term Facility, the Loan Documents or the transactions contemplated thereby, the administration of the Term Facility and any amendment or waiver of any provision of the Loan Documents, (whether or not the transactions hereby or thereby contemplated shall be consummated) or (ii) incurred by the Administrative Agent, the Collateral Agent or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, or in connection with any "workout" or restructuring transaction, in each case, including the reasonable and documented fees, charges and disbursements of NRF, Akin and K&S, and, in connection therewith, the fees, charges and disbursements of one firm of local counsel for the Administrative Agent, the Collateral Agent or any Lender and other professional advisors.

(b) The Loan Parties agree, jointly and severally, to indemnify the Administrative Agent, the Collateral Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee") against, and to hold each Indemnatee harmless from, any and all actual losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements, incurred by or asserted against any Indemnatee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby (including fundings and deemed fundings under the Term Facility), (ii) the use of the proceeds of the Loans, or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnatee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrowers, any other Loan Party or any of their respective Affiliates), or (iv) any Release or actual or alleged presence of Materials of Environmental Concern on, at or under any property currently or formerly owned, leased or operated by the Borrowers or any of the Subsidiaries, or any Environmental Claims related in any way to the Borrowers or the Subsidiaries; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related

expenses (A) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee, or (B) resulted solely from a dispute solely among Indemnities other than any claims against any Indemnitee in its capacity or in fulfilling its role as Administrative Agent or Collateral Agent. No Indemnitee shall have any liability (whether direct or indirect, in contract, tort or otherwise) to any Loan Party or any of its Related Parties for or in connection with the transactions contemplated hereby, except, with respect to any Indemnitee, to the extent such liability is found in a final non appealable judgment by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

(c) To the extent that the Loan Parties fail to pay any amount required to be paid by them to the Administrative Agent or the Collateral Agent under paragraph (a) or (b) of this Section 12.1, each Lender severally agrees to pay to the Administrative Agent or the Collateral Agent, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or the Collateral Agent in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its outstanding Term Loans and unused Term Loan Commitments at the time.

(d) To the extent permitted by applicable law, no party hereto shall assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) The provisions of this Section 12.1 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Term Loan Commitments hereunder, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender. All amounts due under this Section 12.1 shall be payable on written demand therefor.

12.2 Right of Setoff. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and each Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Loan Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency but excluding any deposits in Excluded Accounts) and any other Indebtedness at any time held or owing by the Administrative Agent or such Lender (including, without limitation, by branches and agencies of the Administrative Agent or such Lender wherever located) to or for the credit or the account of Holdings or any of its Subsidiaries against and on account of the Obligations and liabilities of the Loan Parties to the Administrative Agent or such Lender under this Agreement or under any of

the other Loan Documents, including, without limitation, all interests in Obligations purchased by such Lender pursuant to Section 12.4, and all other claims of any nature or description arising out of or connected with this Agreement or any other Loan Document, irrespective of whether or not the Administrative Agent or such Lender shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. To the extent permitted by law, each Participant also shall be entitled to the benefits of this Section 12.2 as though it were a Lender; provided that such Participant agrees to be subject to Section 12.6(b) as though it were a Lender.

12.3 Notices.

(a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopier or cable communication or other electronic communication) and mailed, telegraphed, telecopied, cabled or delivered: if to any Loan Party, at the address specified opposite its signature below or in the other relevant Loan Documents; if to any Lender, at its address specified on Schedule II; and if to the Administrative Agent, at the Notice Office; or, as to any Loan Party or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each Lender, at such other address as shall be designated by such Lender in a written notice to the Borrowing Agent and the Administrative Agent. All such notices and communications shall, when mailed, telegraphed, telecopied, or cabled or sent by overnight courier, be effective when deposited in the mails, delivered to the telegraph company, cable company or overnight courier, as the case may be, or sent by telecopier, except that notices and communications to the Administrative Agent and the Borrowing Agent shall not be effective until received by the Administrative Agent or such Borrower, as the case may be.

(b) Notices and other communications to the Lenders and the other Secured Parties hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent, Holdings and the Borrowing Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

12.4 Benefit of Agreement; Assignments; Participations.

(a) (i) Assignments. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each affected Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void).

Subject to the conditions set forth in paragraphs (a)(ii), (a)(iii) and (a)(iv) below, any Lender may assign to one or more Eligible Assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Term Loan

Commitments and the Term Loans at the time owing to it and the Term Note or Term Notes (if any) held by it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrowing Agent, provided that, except with respect to consents regarding Disqualified Institutions, such consent shall be deemed to have been given if the Borrowing Agent has not responded within 5 Business Days after notice by the Administrative Agent or the respective assigning Lender, provided, further, that no consent of the Borrowing Agent shall be required (x) in the case of any Lender, for an assignment of any Term Loan or any Term Loan Commitment to a Lender, an Affiliate of a Lender, or an Approved Fund (as defined below), in each case, that is not a Disqualified Institution or (y) if an Event of Default has occurred and is continuing, any other Eligible Assignee; or

(B) the Administrative Agent, except, in the case of any Lender, with respect to an assignment of any Term Loan or any Term Loan Commitment to a Lender or an Affiliate of a Lender; and

(ii) Assignment Conditions. Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Term Loan Commitments or Term Loans under any Facility, the amount of the Term Loan Commitments or Term Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000 (provided that simultaneous assignments to or by two or more Approved Funds shall be aggregated for purposes of determining such amount) unless the Administrative Agent and the Borrowing Agent otherwise consent;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually); and

(C) the Assignee, if it is not already a Lender hereunder, shall deliver to the Administrative Agent an administrative questionnaire and the Internal Revenue Service forms described in Section 4.4(e) (including a U.S. Tax Compliance Certificate, as applicable, and any forms described in Section 4.4(e)(D), if applicable).

This Section 12.4(a) shall not prohibit any Lender from assigning all or any portion of its rights and obligations among separate facilities on a non-pro rata basis.

For the purposes of this Section 12.4, "Approved Fund" means any Person (other than a natural person or a Disqualified Institution) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is

administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(iii) Assignments to Permitted Auction Purchasers. Each Lender acknowledges that each Permitted Auction Purchaser is an Eligible Assignee hereunder and may purchase or acquire Term Loans hereunder from Lenders from time to time (a) pursuant to Dutch Auctions open to all Lenders on a pro rata basis in accordance with the terms of this Agreement (including Section 12.4) or (b) notwithstanding Sections 10.3 or 12.6 or any other provision of this agreement, open market purchases on a non pro-rata basis (“Open Market Purchase”), in each case subject to the restrictions set forth in the definition of “Eligible Assignee” and, in the case of Dutch Auctions, subject to the restrictions set forth in the definition of “Dutch Auction,” in each case, and subject to the following further limitations:

(A) [Reserved];

(B) each Permitted Auction Purchaser agrees that, notwithstanding anything herein or in any of the other Loan Documents to the contrary, with respect to any Auction Purchase or Open Market Purchase, (1) under no circumstances, whether or not any Loan Party is subject to a bankruptcy or other insolvency proceeding, shall such Permitted Auction Purchaser be permitted to exercise any voting rights or other privileges with respect to any Term Loans and any Term Loans that are assigned to such Permitted Auction Purchaser shall have no voting rights or other privileges under this Agreement and the other Loan Documents and shall not be taken into account in determining any required vote or consent and (2) such Permitted Auction Purchaser shall not receive information provided solely to Lenders by the Administrative Agent or any Lender and shall not be permitted to attend or participate in meetings attended solely by Lenders and the Administrative Agent and their advisors; rather all Term Loans held by any Permitted Auction Purchaser shall be automatically Cancelled immediately upon the purchase or acquisition thereof in accordance with the terms of this Agreement (including Section 12.4);

(C) at the time any Permitted Auction Purchaser is making purchases of Term Loans pursuant to a Dutch Auction or an Open Market Purchase it shall enter into an Assignment and Assumption;

(D) immediately upon the effectiveness of each Auction Purchase or such Open Market Purchase, a Cancellation (it being understood that such Cancellation shall not, except in the manner set forth in Section 4.2(b), constitute a mandatory or a voluntary repayment of Term Loans for purposes of this Agreement) shall be automatically irrevocably effected with respect to all of the Term Loans and related Obligations subject to such Auction Purchase or such Open Market Purchase for no consideration, with the effect that such Term Loans and related Obligations shall for all purposes of this Agreement and the other Loan Documents no longer be outstanding, and the Borrowers and the Guarantors shall no longer have any Obligations relating thereto, it being understood that such forgiveness and cancellation shall result in the Borrowers and the Guarantors being irrevocably and unconditionally released from all claims and

liabilities relating to such Obligations which have been so cancelled and forgiven, and the Collateral shall cease to secure any such Obligations which have been so cancelled and forgiven; and

(E) at the time of such Purchase Notice and Auction Purchase, no Event of Default shall have occurred and be continuing or would result therefrom.

If any Purchaser commences any Dutch Auction (and all relevant requirements set forth above which are required to be satisfied at the time of the commencement of such Dutch Auction have in fact been satisfied), and if at such time of commencement, the Purchaser reasonably believes that all required conditions set forth above which are required to be satisfied at the time of the purchase of Loans pursuant to such Dutch Auction shall be satisfied, then such Purchaser and the Loan Parties shall have no liability to any Lender for any termination of the respective Dutch Auction as a result of the failure to satisfy one or more of the conditions set forth above which are required to be met at the time which otherwise would have been the time of the purchase of Loans pursuant to the respective Dutch Auction, and any such failure shall not result in any Event of Default hereunder. With respect to all purchases of Loans pursuant to this Section 12.4, such purchases (and the payments made by the Purchaser and the Cancellation of the purchased Loans, in each case, in connection therewith) shall not be subject to any provisions hereunder that provides for the pro rata nature of payments to Lenders. Notwithstanding anything to the contrary herein, this Section 12.4(a)(iii) shall supersede any provisions in Section 12.6 to the contrary, and the Administrative Agent and the Lenders hereby consent to such Dutch Auctions, Open Market Purchases and the other transactions contemplated by this Section 12.4 (provided that no Lender shall have an obligation to participate in any such Dutch Auction or Open Market Purchase) and hereby (x) waive the requirements of any provision of this Agreement or any other Loan Document (including, without limitation, any provision that provides for the pro rata nature of payments to Lenders) that may otherwise prohibit any Dutch Auction, Open Market Purchase or any other transaction contemplated by this Section 12.4 and (y) agrees that purchases of the Loans by any Purchaser contemplated under this Section 12.4 shall not constitute Investments by the Loan Parties or their Subsidiaries.

(iv) [Reserved].

(v) Novation. Subject to acceptance and recording thereof pursuant to Section 12.4(a)(vi) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.11, 2.12, 4.4 and 12.1).

(vi) Acceptance and Register. Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a

Lender hereunder) and all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, together with (x) any processing and recordation fee which shall not exceed \$3,500 (unless the Assignee shall already be a Lender hereunder); provided that such fee shall be payable only once in the event of simultaneous assignments to or by two or more Approved Funds that are administered or managed by the same entity or entities that are Affiliates of each other (y) any written consents to such assignment required by Section 12.4, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(b) (i) Any Lender may, without the consent of the Borrowing Agent or the Administrative Agent, sell participations in respect of Term Loans to one or more banks or other entities (other than the Borrowers or any of Holdings or the Borrowers’ Affiliates, a natural person or a Disqualified Institution or Defaulting Lender) (a “Participant”) in all or a portion of such Lender’s rights and obligations with respect thereto; provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowing Agent, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the second proviso of Section 12.12(a) and (2) directly affects such Participant. Each Lender that sells a participation shall, acting solely for U.S. federal income tax purposes as the non-fiduciary agent of the Borrowing Agent, maintain a register on which it enters the name and address of each Participant and the commitment of, and the principal amounts (and stated interest) of, each Participant’s interest in the Term Loans or other obligations under the Loan Documents, including, in particular, the principal amounts and stated interest of each Participant’s interest in any Loan or other obligations under this Agreement (the “Participant Register”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant’s interest in any Term Loan Commitments, Term Loans or its other obligations under any Loan Document) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary to establish that such Term Loan Commitment, Term Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. Unless otherwise required by the IRS, any disclosure required by the foregoing sentence shall be made by the relevant Lender directly and solely to the IRS. The entries in the Participant Register shall be conclusive and binding absent manifest error, and such Lender shall treat each Person whose name is recorded in the

Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) The Borrowing Agent agrees that (x) each Participant shall be entitled to the benefits of Sections 2.11 and 2.12 (subject to the requirements of those sections) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.4(a) and (y) each Participant shall be entitled to the benefits of Section 4.4 (subject to the requirements and limitations therein, including the requirements under Section 4.4(e) (it being understood that the documentation required under Section 4.4(e) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.4(a). Notwithstanding the foregoing, no Participant shall be entitled to receive any greater payment under Section 2.11 or 4.4 than the applicable participating Lender would have been entitled to receive in respect of the amount of the participation transferred by such participating Lender to such Participant had no such participation occurred, except to the extent such entitlement to receive a greater payment results from a Change in Tax Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.2.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (but not to the Borrowing Agent or any of Holdings' or the Borrowing Agent's Affiliates) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto or provide the respective pledgee or assignee any voting rights with respect to the pledged or assigned obligations.

(d) The Borrowing Agent, upon receipt of written notice from the relevant Lender, agrees to issue Term Notes to any Lender requiring Term Notes to facilitate transactions of the type described in Section 12.4.

(e) Each Lender, upon succeeding to an interest in Term Loan Commitments or Term Loans, as the case may be, represents and warrants as of the effective date of the applicable Assignment and Assumption that it is an Eligible Assignee.

(f) The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

12.5 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Collateral Agent or any Lender in exercising any right, power or privilege hereunder or under any other Loan Document and no course of dealing between the Borrowing Agent or any other Loan Party and the Administrative Agent, the Collateral Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Loan Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent, the Collateral Agent or any Lender would otherwise have. No notice to or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent, the Collateral Agent or any Lender to any other or further action in any circumstances without notice or demand.

12.6 Payments Pro Rata.

(a) Except as otherwise provided in this Agreement, the Administrative Agent agrees that promptly after its receipt of each payment from or on behalf of the Borrowing Agent in respect of any Obligations hereunder, the Administrative Agent shall distribute such payment to the Lenders entitled thereto (other than any Lender that has consented in writing to waive its pro rata share of any such payment) pro rata (or in accordance with the Security Documents, as applicable) based upon their respective shares, if any, of the Obligations with respect to which such payment was received.

(b) Each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Loan Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Term Loans or Fees, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Obligations of the respective Loan Party to such Lenders in such amount as shall result in a proportional participation by all the Lenders in such amount; provided that if all or any portion of such excess amount is thereafter recovered from such Lenders, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 12.6(a) and (b) shall be subject to the provisions of this Agreement which (i) require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders and (ii) permit disproportionate payments with respect to the Term Loans as, and to the extent, provided herein.

12.7 Calculations; Computations.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, except as otherwise specifically prescribed herein.

(b) If at any time any change in GAAP or in the application of GAAP would affect the computation of Excess Cash Flow or any financial ratio or financial term or definition set forth in any Loan Document and either the Borrowing Agent or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrowing Agent shall negotiate in good faith to amend (subject to the approval of the Required Lenders) such ratio or covenant to preserve the original intent thereof in light of such change in (or in the application of) GAAP; provided that, until so amended, (i) Excess Cash Flow and such ratio shall continue to be computed in accordance with GAAP prior to such change and (ii) the Borrowing Agent shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of Excess Cash Flow or such ratio or financial covenant made before and after giving effect to such change in (or in the application of) GAAP as is reasonably necessary to demonstrate the calculation of Excess Cash Flow and compliance (or non-compliance) with such ratio.

(c) Notwithstanding anything to the contrary contained herein, (i) other than with respect to the delivery of financial statements pursuant to Sections 7.1(a), (b) and (c), (x) the consolidation of the accounts of Holdings and its Restricted Subsidiaries shall not include the consolidation of the accounts of any Unrestricted Subsidiary and (y) all financial calculations, definitions and computations shall be made without the inclusion of any Unrestricted Subsidiary, for such purposes deeming any Unrestricted Subsidiary as not existing at the time any determination is made with respect to such financial calculation, definition or computation, (ii) all financial statements shall be prepared, and the Total Leverage Ratio and Total Leverage Ratio shall be calculated, in each case, without giving effect to any election under FASB ASC 825 (or any similar accounting principle) permitting a Person to value its financial liabilities at the fair value thereof or the application of FAS 133, FAS 150 or FAS 123r (to the extent that the pronouncements in FAS 123r result in recording an equity award as a liability on the consolidated balance sheet of Holdings and its Subsidiaries in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity) and (iii) to the extent expressly provided herein, certain calculations shall be made on a Pro Forma Basis. For the avoidance of doubt, notwithstanding any changes in GAAP after the Closing Date that would require lease obligations that would be treated as operating leases as of the Closing Date to be classified and accounted for as Capital Lease Obligations or otherwise reflected on the consolidated balance sheet of Holdings and its Subsidiaries, such obligations shall continue to be excluded from the definition of Indebtedness.

(d) All computations of interest and other Fees hereunder shall be made on the basis of a year of 360 days (except for interest calculated by reference to the Prime Lending Rate, which shall be based on a year of 365 or 366 days, as applicable) for the actual number of

days (including the first day but excluding the last day) occurring in the period for which such interest or Fees are payable.

12.8 GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN ANY MORTGAGE, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH OF THE PARTIES HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE HOLDER OF ANY TERM NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST HOLDINGS, THE BORROWING AGENT OR ANY OTHER LOAN PARTY IN ANY OTHER JURISDICTION.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR

CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12.9 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrowing Agent and the Administrative Agent. Delivery of an executed counterpart by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart. Delivery of an executed counterpart by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart.

12.10 Effectiveness. This Agreement shall become effective on the date (the “Closing Date”) on which (a) Holdings, the Borrowing Agent, each other Borrower, each Subsidiary Guarantor, the Administrative Agent and each of the Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered the same to the Administrative Agent at the Notice Office or, in the case of the Lenders, shall have given to the Administrative Agent telephonic (confirmed in writing), written or telex notice (actually received) at such office that the same has been signed and mailed to it and (b) the conditions precedent set forth in Section 6.1 have been waived or satisfied.

12.11 Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

12.12 Amendment or Waiver; etc.

(a) Neither this Agreement nor any other Loan Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the respective Loan Parties party hereto or thereto (or in the case of this Agreement, Holdings and the Borrowing Agent and, to the extent relating to Section 9 that directly and adversely affects any other Loan Party, each such directly and adversely affected Loan Party) and the Required Lenders (although additional parties may be added to (and annexes may be modified to reflect such additions), and Subsidiaries of the Borrowing Agent may be released from, the Guarantee and the Security Documents in accordance with the provisions hereof and thereof without the consent of the other Loan Parties party thereto or the Required Lenders), provided that no such change, waiver, discharge or termination shall, without the consent of each affected Lender (other than, except with respect to following clause (i), a Defaulting Lender) (with Obligations being directly and adversely affected in the case of following clause (i)(y)) or whose Obligations are being extended in the case of following clause (i)(x)), (i)(x) extend the final scheduled maturity of any Term Loan or Term

Note, (y) or reduce the rate or extend the time of payment of interest or fees thereon(except in connection with the waiver of applicability of any post-default increase in interest rates), or reduce (or forgive) the principal amount thereof, (ii) release all or substantially all of the Collateral or Guarantors (except as expressly provided in the Loan Documents) under all the Security Documents or this Agreement, respectively, (iii) amend, modify or waive any provision of this Section 12.12(a) (except for technical amendments with respect to additional extensions of credit pursuant to this Agreement which afford the protections to such additional extensions of credit of the type provided to the Term Loans on the Closing Date), (iv) reduce the “majority” voting threshold specified in the definition of Required Lenders or (v) change an provision of Sections 4.2(d), 10.3, 12.6 in any manner that would alter the pro rata sharing of payments or other amounts required thereby, provided that modifications to Sections 4.2(d), 10.3, 12.6 in connection with (x) the purchase or acquisition of Term Loans pursuant to Section 12.4(a)(iii), (y) any Incremental Amendment or (z) any Permitted Amendment, in each case, shall only require approval (to the extent any such approval is required) of the Required Lenders; provided further that no such change, waiver, discharge or termination shall (1) increase the Term Loan Commitments of any Lender over the amount thereof then in effect without the consent of such Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Total Term Loan Commitment or a mandatory repayment of Term Loans shall not constitute an increase of the Term Loan Commitment of any Lender, and that an increase in the available portion of any Term Loan Commitment of any Lender shall not constitute an increase of the Term Loan Commitment of such Lender), (2) without the consent of the Administrative Agent, amend, modify or waive any provision of Section 11 or any other provision as same relates to the rights or obligations of the Administrative Agent, (3) without the consent of Collateral Agent, amend, modify or waive any provision relating to the rights or obligations of the Collateral Agent, (4) except to the extent otherwise provided in this Agreement or in cases where additional extensions of term loans are being afforded substantially the same treatment afforded to the Term Loans pursuant to this Agreement on the Closing Date, without the consent of the Majority Lenders of each Tranche which is being allocated a lesser prepayment, repayment or commitment reduction as a result of the actions described below, alter the required application of any prepayments or repayments (or commitment reduction), as between the various Tranches, pursuant to Section 4.1(a) or 4.2 (it being understood, however, that (x) the Required Lenders may waive, in whole or in part, any such prepayment, repayment or commitment reduction, so long as the application, as amongst the various Tranches, of any such prepayment, repayment or commitment reduction which is still required to be made is not altered and (y) any conversion of any Tranche of Term Loans into another Tranche of Term Loans hereunder in like principal amount or priority shall not be considered a “prepayment” or “repayment” for purposes of this clause (4)), (5) without the consent of the Majority Lenders of the respective Tranche affected thereby, amend the definitions of “Majority Lenders”, “Tranche A-1 Term Lenders”, “Tranche A-1 Term Loan”, “Tranche A-1 Term Loan Commitment”, “Tranche A-1 Term Loan Obligations”, “Tranche A-2 Term Lenders”, “Tranche A-2 Term Loan”, “Tranche A-2 Term Loan Commitment” or “Tranche A-2 Term Loan Obligations” (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Majority Lenders on substantially the same basis as the extensions of Term Loans and Term Loan Commitments are included on the Closing Date), (6) affect the rights or duties of Lenders holding Loans or Commitments of a particular Tranche (but not the Lenders holding Loans or

Commitments of any other Tranche), without the written consent of the requisite percentage in interest of the affected Tranche of Lenders that would be required to consent thereto if such Tranche of Lenders was the only Tranche or (7) without the consent of each Qualified Counterparty, amend, modify or waive any provision of this Agreement or any other Loan Document so as to alter (x) the ratable treatment of Obligations arising under the Loan Documents and Obligations arising under Swap Agreements or (y) the definition of "Qualified Counterparty," "Swap Agreement," "Interest Rate Protection Agreement," "Obligations," "Secured Obligations" or "Secured Parties", in each case in a manner that adversely affects any Qualified Counterparty with Obligations owing to it at such time. Notwithstanding the foregoing, notice of any amendment hereto shall be provided to the Administrative Agent.

(b) If, in connection with any proposed change, waiver, discharge or termination of or to an of the provisions of this Agreement as contemplated by clauses(i) through (iv), inclusive, of the first proviso to Section 12.12(a), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Borrowing Agent shall have the right, so long as all non-consenting Lenders whose individual consent is required are treated as described below, to replace each such non-consenting Lender or Lenders (or, at the option of the Borrowing Agent, if the respective Lender's consent is required with respect to less than all Tranches of Term Loans (or related Term Loan Commitments), to replace only Term Loans of the respective non-consenting Lender which gave rise to the need to obtain such Lender's individual consent) with one or more Replacement Lenders pursuant to Section 2.14. Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowing Agent (i) to add one or more additional credit facilities to this Agreement or to increase the amount of the existing facilities under this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof, (ii) to permit any such additional credit facility which is a term loan facility or any such increase in the Term Facility to share ratably in prepayments with the Term Loans and (iii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(c) In addition, notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended or amended and restated as contemplated by Section 2.15 in connection with any Incremental Amendment and any related increase in Term Loan Commitments or Term Loans, with the consent of the Borrowing Agent, the Administrative Agent and the Incremental Term Lenders providing such increased Term Loan Commitments or Term Loans.

(d) Notwithstanding anything to the contrary contained in this Section 12.12, (x) Security Documents (including any Additional Security Documents) and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be amended, supplemented and waived with the consent of the Administrative Agent and the Borrowing Agent without the need to obtain the consent of any other Person if such amendment, supplement or waiver is delivered in order (i) to comply with local law or advice of local counsel, (ii) to cure ambiguities, omissions, mistakes or

defects or (iii) to cause such Security Document or other document to be consistent with this Agreement and the other Loan Documents and (y) if following the Closing Date, the Administrative Agent and any Loan Party shall have jointly identified an ambiguity, inconsistency, obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Loan Documents (other than the Security Documents), then the Administrative Agent and the Loan Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Documents if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

(e) Notwithstanding the foregoing, the Administrative Agent may amend an Intercreditor Agreement (or enter into a replacement thereof), additional Security Documents and/or replacement Security Documents (including a collateral trust agreement) in connection with the incurrence of (a) any Indebtedness permitted under Section 8.1 to provide that a Representative acting on behalf of the holders of such Indebtedness shall become a party thereto and shall have rights to share in the Collateral on a pari passu basis (but without regard to the control of remedies) with the Obligations and (b) any Indebtedness permitted under Section 8.1 to provide that a Representative acting on behalf of the holders of such Indebtedness shall become a party thereto and shall have rights to share in the Collateral on a junior lien, subordinated basis to the Obligations and the obligations in respect of any Indebtedness described in clause (a) above.

12.13 Survival. All indemnities set forth herein including, without limitation, in Sections 2.11, 2.12, 4.4, 11.6, 11.12 and 12.1 and the representations and warranties set forth in Section 5 of this Agreement shall survive the execution, delivery and termination of this Agreement and the Term Notes, or the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, and the making, repayment, satisfaction, or discharge of the Obligations.

12.14 Domicile of Term Loans. Each Lender may transfer and carry its Term Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Term Loans pursuant to this Section 12.14 would, at the time of such transfer, result in increased costs under Sections 2.11, 2.12 or 4.4 from those being charged by the respective Lender prior to such transfer, then the Borrowing Agent shall not be obligated to pay such increased costs (although the Borrowing Agent shall be obligated to pay any other increased costs of the type described above resulting from changes in any applicable law, treaty, government rule, regulation, guideline or order, or in the official interpretation thereof, after the date of the respective transfer).

12.15 Register. The Borrowing Agent hereby designates the Administrative Agent to serve as its non-fiduciary agent, solely for purposes of this Section 12.15 (and such agency being solely for tax purposes), to maintain a register (the "Register") on which it will record from time to time the name and address of each Lender, the Term Loan Commitments, the principal amounts of the Term Loans and any other obligations under the Loan Documents, and the amounts of stated interest due thereon, owing to each Lender pursuant the terms hereof and any Term Note. Failure to make any such recordation, or any error in such recordation, shall not

affect the Borrowing Agent's obligations in respect of such Term Loans or other obligations under the Loan Documents. With respect to any Lender, the transfer of the Term Loan Commitments of such Lender and the rights to the principal of, and interest on, any Term Loans and any other obligations under the Loan Documents owing to such Lender shall not be effective until such transfer is recorded on the Register maintained by the Administrative Agent and prior to such recordation all amounts owing to the transferor with respect to such Term Loan Commitments and Term Loans and other obligations under the Loan Documents shall remain owing to the transferor. The registration of assignment or transfer of all or part of any Term Loan Commitments, Term Loans or other obligations under the Loan Documents shall be recorded by the Administrative Agent on the Register upon and only upon the acceptance by the Administrative Agent of a properly executed and delivered Assignment and Assumption pursuant to Section 12.4. Upon such acceptance and recordation, the assignee specified therein shall be treated as a Lender for all purposes of this Agreement. Coincident with the delivery of such an Assignment and Assumption to the Administrative Agent for acceptance and registration of assignment or transfer of all or part of a Term Loan, or as soon thereafter as practicable, the assigning or transferor Lender shall surrender the Term Note (if any) evidencing such Term Loan, and thereupon one or more new Term Notes in the same aggregate principal amount shall be issued to the assignee or transferee Lender at the request of any such Lender. The Borrowing Agent agrees to indemnify the Administrative Agent from and against any and all losses, claims, damages and liabilities of whatsoever nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its duties under this Section 12.15 to the same extent that the Administrative Agent is otherwise indemnified pursuant to Section 12.1. The Register shall be available for inspection by the Borrowing Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice, provided that the information contained in the Register which is shared with each Lender (other than the Administrative Agent and its affiliates) shall be limited to the entries with respect to such Lender including the Term Loan Commitment of, or principal amount of and stated interest on the Term Loans owing to such Lender.

12.16 Confidentiality.

(a) Subject to the provisions of clause (b) of this Section 12.16, each Lender agrees that it will use its reasonable efforts not to disclose without the prior consent of Holdings (other than to its employees, auditors, advisors, agents, representatives or counsel or to another Lender if such Lender or such Lender's holding or parent company in its reasonable discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 12.16 to the same extent as such Lender) any information with respect to Holdings or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Loan Document, provided that any Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 12.16(a) by the respective Lender, (ii) upon the request or demand of any regulatory authority having jurisdiction over such Lender or any of their affiliates (in which case the Lenders agree, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority or in cases where any governmental and/or regulatory authority had requested otherwise)), (iii) as may be required or appropriate in respect

to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Lender, (v) to the Administrative Agent or the Collateral Agent, (vi) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 12.16, (vii) to any prospective or actual transferee or Participant in connection with any contemplated transfer or participation of any of the Term Notes or Term Loan Commitments or any interest therein by such Lender, provided that such prospective transferee agrees to be bound by the confidentiality provisions contained in this Section 12.16, (viii) on a confidential basis to any rating agency in connection with any rating of the Loan Parties or the Term Facility and (ix) in connection with the exercise of remedies under this Agreement or any other Loan Document or any action or proceeding relating to the enforcement of rights under this Agreement or the other Loan Documents.

(b) Each of Holdings and the Borrowing Agent hereby acknowledges and agrees that each Lender may share with any of its affiliates, and such affiliates may share with such Lender, any information related to Holdings or any of its Subsidiaries (including, without limitation, any non-public customer information regarding the creditworthiness of Holdings and its Subsidiaries), provided such Persons shall be subject to the provisions of this Section 12.16 to the same extent as such Lender.

12.17 Patriot Act. Each Lender subject to the Patriot Act hereby notifies Holdings and the Borrowing Agent that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies Holdings, the Borrowing Agent and the other Loan Parties and other information that will allow such Lender to identify Holdings, the Borrowing Agent and the other Loan Parties in accordance with the Patriot Act.

12.18 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Term Loans or, if it exceeds such unpaid principal, refunded to the Borrowing Agent. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

12.19 Secured Swap Agreement and Secured Cash Management Agreements. At any time prior to or within 30 days after any Loan Party enters into any Swap Agreement or Cash Management Agreement, or in the case of Swap Agreements or Cash Management Agreements in effect on the Closing Date, within 30 days of the initial syndication of the Term Loans, if the applicable Loan Party and counterparty desire that the monetary obligations in respect of such Swap Agreement or the Cash Management Obligations in respect of such Cash Management Agreement be treated as an "Obligation" hereunder with rights in respect of payment of proceeds

of the Collateral in accordance with the waterfall provisions set forth in the applicable Security Documents, the Borrowing Agent and the counterparty to such Swap Agreement or Cash Management Agreement, as the case may be, may notify the Administrative Agent in writing (to be acknowledged by the Administrative Agent (provided that the failure to provide such acknowledgement shall not affect the treatment of such Swap Agreement or Cash Management Agreement as a “Secured Swap Agreement” or “Secured Cash Management Agreement”, as applicable)) that (x) such Swap Agreement is to be a “Secured Swap Agreement” or (y) such Cash Management Agreement is to be a “Secured Cash Management Agreement”, so long as the following conditions are satisfied:

(i) in the case of a Swap Agreement, such Swap Agreement is entered into with a Qualified Counterparty; and

(ii) in the case of Cash Management Agreements, such Cash Management Agreement is with a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender;

provided that no such Secured Swap Agreement or Secured Cash Management Agreement shall be secured on a first lien basis by the ABL Facility Documents (and any request under this Section 12.19 will be deemed to be a representation by the Borrowing Agent to such effect).

Until such time as the Borrowing Agent and the counterparty to such Swap Agreement or Cash Management Agreement, as the case may be, deliver (and the Administrative Agent acknowledges (provided that the failure to provide such acknowledgement shall not affect the treatment of such Swap Agreement or Cash Management Agreement as a “Secured Swap Agreement” or “Secured Cash Management Agreement”, as applicable)) such notice as described above, such Swap Agreement or Cash Management Agreement shall not constitute a Secured Swap Agreement or Secured Cash Management Agreement, as the case may be. The parties hereto understand and agree that the provisions of this Section 12.19 are made for the benefit of the Administrative Agent, each Lender and their respective Affiliates, which become parties to Secured Swap Agreements or Secured Cash Management Agreements, as applicable, and agree that any amendments or modifications to the provisions of this Section 12.19 shall not be effective with respect to any Secured Swap Agreement or Secured Cash Management Agreement, as the case may be, entered into prior to the date of the respective amendment or modification of this Section 12.19 (without the written consent of the relevant parties thereto). The Administrative Agent accepts no responsibility and shall have no liability for the calculation of the exposure owing by the Loan Parties under any such Secured Swap Agreement and/or Secured Cash Management Agreement, and shall be entitled in all cases to rely on the applicable notice provided by the Borrowers and the applicable counterparty to such Swap Agreement or Cash Management Agreement as set forth above.

12.20 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker’s lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, unless expressly provided for herein or in any

other Loan Document, without the prior written consent of the Administrative Agent. The provisions of this Section 12.20 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

12.21 Other Liens on Collateral; Terms of Intercreditor Agreements; etc.

(i) EACH LENDER HERETO UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS SHALL BE CREATED ON THE COLLATERAL PURSUANT TO THE ABL FACILITY DOCUMENTS, WHICH LIENS (X) TO THE EXTENT CREATED WITH RESPECT TO ABL PRIORITY COLLATERAL, SHALL BE SENIOR TO THE LIENS CREATED UNDER THIS AGREEMENT AND THE LOAN DOCUMENTS (WITH THE LIENS SO CREATED HEREUNDER AND UNDER THE LOAN DOCUMENTS ON ABL PRIORITY COLLATERAL BEING SUBORDINATED TO SUCH LIENS PURSUANT TO THE TERMS OF THE INTERCREDITOR AGREEMENT) AND (Y) TO THE EXTENT CREATED WITH RESPECT TO TERM PRIORITY COLLATERAL, SHALL BE REQUIRED TO BE SUBJECT TO THE SUBORDINATION PROVISIONS (TO THE EXTENT APPLICABLE) OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. THE ABL/TERM LOAN INTERCREDITOR AGREEMENT ALSO HAS OTHER PROVISIONS WHICH ARE BINDING UPON THE LENDERS AND THE OTHER SECURED PARTIES PURSUANT TO THIS AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND ANY OF THE LOAN DOCUMENTS, THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(ii) THE PROVISIONS OF THIS SECTION 12.21 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF (A) THE ABL/TERM LOAN INTERCREDITOR AGREEMENT, THE FORM OF WHICH IS ATTACHED AS AN EXHIBIT TO THIS AGREEMENT OR (B) ANY OTHER INTERCREDITOR AGREEMENT, WHICH WILL BE IN THE FORM APPROVED BY THE ADMINISTRATIVE AGENT AS PERMITTED BY THIS AGREEMENT. REFERENCE MUST BE MADE TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT OR SUCH OTHER INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF EACH OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND EACH OTHER INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NONE OF THE ADMINISTRATIVE AGENT AND COLLATERAL AGENT (AND NONE OF THEIR RESPECTIVE AFFILIATES) MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE ABL/TERM LOAN INTERCREDITOR AGREEMENT OR ANY OTHER INTERCREDITOR AGREEMENT.

(iii) EACH SECURED PARTY, BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE ACCEPTING THE BENEFIT OF THE GUARANTEE AND SECURITY DOCUMENTS, HEREBY (I) CONFIRMS ITS AGREEMENT TO THE FOREGOING PROVISIONS OF THIS SECTION 12.21, (II) PURSUANT TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AGREES TO BE BOUND BY THE TERMS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AS A “TERM SECURED PARTY” AND (III) PURSUANT TO THE APPLICABLE SECTION OF EACH OTHER INTERCREDITOR AGREEMENT, AGREES TO BE BOUND BY THE TERMS OF SUCH OTHER INTERCREDITOR AGREEMENT AS A “TERM SECURED PARTY” (OR EQUIVALENT TERM THEREIN).

12.22 Press Releases.

(a) Each Secured Party agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days’ prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent (which consent shall not be unreasonably withheld, delayed or conditioned) unless (and only to the extent that) such Secured Party or Affiliate is required to do so under applicable law and then, in any event, to the extent reasonably possible under applicable law, such Secured Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure.

(b) Each Loan Party consents to the publication by the Administrative Agent or any Lender of advertising material, including any “tombstone” or comparable advertising, on its website or in other marketing materials of Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Loan Party’s name, product photographs, logo, trademark or other insignia; provided that the Administrative Agent or such Lender shall provide a draft reasonably in advance (and in no event, less than two (2) Business Days’ prior written notice, with copies thereof attached to such written notice) of any advertising material to the Borrowing Agent for review and comment prior to the publication thereof and the Administrative Agent and the Lenders agree not to release or publicize any such material or other information until it receives the Borrowing Agent’s written consent (which consent shall not be unreasonably withheld, delayed or conditioned).

12.23 Borrowing Agent. Each member of the Borrower Group hereby irrevocably and unconditionally appoints the Company as Borrowing Agent hereunder and under the other Loan Documents to act as agent for each other member of the Borrower Group for all purposes of the Loan Documents. The Borrowing Agent agrees to act upon the express conditions contained in this Agreement and the other Loan Documents, as applicable. No fees shall be payable to the Borrowing Agent for acting as the Borrowing Agent. In performing its functions and duties under this Agreement and the other Loan Documents, the Borrowing Agent shall act solely as an agent of the members of the Borrower Group. The Administrative Agent and each Lender shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, posting or other distribution) believed by it to be genuine and to have been signed, sent

or otherwise authenticated by the Borrowing Agent. The Administrative Agent and each Lender also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the Borrowing Agent, and shall not incur any liability for relying thereon. Any oral or written statement, certificate, representation or commitment made, given or delivered by the Borrowing Agent under this Agreement or the other Loan Documents shall be deemed to have been approved by, made, given and delivered on behalf of, and shall bind the members of the Borrower Group, jointly and severally, as fully as if any member of the Borrower Group had made, given or delivered such statement, certificate, representation or commitment. The provisions of this Section 12.23 are solely for the benefit of the Borrowers, the Administrative Agent and Lenders, and no other Person shall have any rights as a third party beneficiary of any of such provisions. Any reference herein to "the Borrower" (unless otherwise noted to the contrary) shall be deemed to apply to the Borrowing Agent.

12.24 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

12.25 Amendment and Restatement. On the Closing Date, the Prepetition First Lien Credit Agreement shall be amended and restated in its entirety by this Agreement. This Agreement is not, and is not intended by the parties to be a novation of the Prepetition First Lien Credit Agreement. From and after the Closing Date, the Prepetition First Lien Credit Agreement shall be of no further force or effect, except to evidence the payment obligations incurred thereunder, the representations and warranties made and the actions or omissions performed or required to be performed thereunder, in each case, prior to the Closing Date.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWERS:

PAYLESS INC.,
a Delaware corporation, as a Borrower

By: _____
Name:
Title:

PAYLESS FINANCE, INC.,
a Nevada corporation, as a Borrower

By: _____
Name:
Title:

**PAYLESS SHOESOURCE DISTRIBUTION,
INC.,**
a Kansas corporation, as a Borrower

By: _____
Name:
Title:

PAYLESS SHOESOURCE, INC.,
a Missouri corporation, as a Borrower

By: _____
Name:
Title:

GUARANTORS:

WBG – PSS HOLDINGS LLC,
a Delaware limited liability company, as Guarantor

By: _____
Name:
Title:

PSS CANADA, INC.,
a Kansas corporation, as Guarantor

By: _____
Name:
Title:

PAYLESS GOLD VALUE CO, INC.,
a Colorado corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

CLINCH, LLC,
a Delaware limited liability company, as a
Subsidiary Guarantor

By: _____
Name:
Title:

COLLECTIVE BRANDS SERVICES, INC.,
a Delaware corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

**COLLECTIVE LICENSING
INTERNATIONAL, LLC,**
a Delaware limited liability company, as a
Subsidiary Guarantor

By: _____
Name:
Title:

EASTBOROUGH, INC.,
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

PAYLESS NYC, INC.,
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

PAYLESS PURCHASING SERVICES, INC.,
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

**PAYLESS SHOESOURCE
MERCHANDISING, INC.,**
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

**PAYLESS SHOESOURCE WORLDWIDE,
INC.,**
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

PSS DELAWARE COMPANY 4, INC.,
a Delaware corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

SHOE SOURCING, INC.,
a Kansas corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

**COLLECTIVE BRANDS FRANCHISING
SERVICES, LLC,**
a Kansas limited liability company, as a Subsidiary
Guarantor

By: Payless ShoeSource Worldwide, Inc.
Its: Managing Member

By: _____
Name:
Title:

PAYLESS COLLECTIVE GP, LLC,
a Delaware limited liability company, as a
Subsidiary Guarantor

By: Payless ShoeSource Worldwide, Inc.
Its: Managing Member

By: _____
Name:
Title:

**PAYLESS INTERNATIONAL FRANCHISING,
LLC,**
a Kansas limited liability company, as a Subsidiary
Guarantor

By: _____
Name:
Title:

COLLECTIVE LICENSING, LP,
a Delaware limited partnership, as a Subsidiary
Guarantor

By: _____
Name:
Title:

PAYLESS SHOESOURCE CANADA INC., a
[●] corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

PAYLESS SHOESOURCE CANADA GP INC.,
a [●] corporation, as a Subsidiary Guarantor

By: _____
Name:
Title:

PAYLESS SHOESOURCE CANADA LP, a [●]
limited partnership, as a Subsidiary Guarantor

By: _____
Name:
Title:

PAYLESS SHOESOURCE OF PUERTO RICO,
INC., a [●] limited partnership, as a Subsidiary
Guarantor

By: _____
Name:
Title:

CORTLAND PRODUCTS CORP., as
Administrative Agent and Collateral Agent

By: _____

Name: _____

Title: _____

(Additional Lender Signature Pages on File with the Administrative Agent)

Exhibit C

Commitment Letter and Term Sheet for the New ABL Credit Agreement

July 10, 2017

Payless Inc.
3231 Se 6th Ave
Topeka, KS 66607

\$260,000,000 Senior Secured Exit Facility

Ladies and Gentlemen:

Whereas Payless Inc. (“**you**” or the “**Lead Borrower**”) and certain of your affiliates commenced cases under Chapter 11 of the Bankruptcy Court, 11 U.S.C. 101 et seq. (the “**Bankruptcy Code**”), on April 4, 2017 case number 17-42267 (the “**Chapter 11 Case**”) with the United States Bankruptcy Court for the Eastern District of Missouri (the “**Bankruptcy Court**”), and we understand that you are seeking exit financing in connection with a proposed plan of reorganization (the “**Chapter 11 Plan**”).

Wells Fargo Bank, National Association (“**Wells Fargo**”) is pleased to offer to be the sole administrative agent and sole collateral agent (in such capacities, the “**Agent**”) for a \$260,000,000 senior secured exit facility (“**Exit Facility**”) to the Lead Borrower, consisting of a \$250,000,000 senior secured revolving facility (the “**Revolver**”), and a \$10,000,000 senior secured first-in, last out term loan facility (the “**FILO**”). Wells Fargo is pleased to offer its commitment to lend \$172,500,000 of the Exit Facility (comprised of \$162,500,000 of the Revolver and \$10,000,000 of the FILO), Bank of America, N.A. (“**BoA**”) is pleased to offer its commitment to lend \$62,500,000 of the Revolver, and CIT Bank, N.A. (“**CIT**” and together with Wells Fargo and BoA, collectively, the “**Commitment Parties**”, “**we**” or “**us**”, and each, individually, a “**Commitment Party**”) is pleased to offer its commitment to lend \$25,000,000 of the Revolver, in all cases, upon and subject to the terms and conditions set forth in this letter (this “**Commitment Letter**”), in the Summary of Terms and Conditions attached as Exhibit A hereto and incorporated herein by this reference (the “**Summary of Terms**”), and in the fee letter among the Lead Borrower and Wells Fargo of even date herewith (the “**Fee Letter**”), and such other terms and conditions as mutually agreed.

Wells Fargo will act as sole Agent for the Exit Facility. Wells Fargo Bank, National Association and Merrill Lynch, Pierce, Fenner & Smith Incorporated will act as joint lead arrangers and joint bookrunners. No additional agents, co-agents or arrangers will be appointed and no other titles will be awarded without Wells Fargo’s prior written approval after consultation with you.

The commitments of the Commitment Parties (and any of their affiliates) to extend credit hereunder and any undertaking of the Commitment Parties to provide the services described herein are subject solely to the satisfaction or waiver of each of the following conditions precedent (a) the accuracy and completeness in all material respects of all representations made by you and your affiliates in the definitive documentation for the Exit Facility consistent with the Summary of Terms and otherwise reasonably satisfactory to Wells Fargo; (b) the payment of the fees required by the Fee Letter that are due and payable; and (c) the other conditions set forth under the “Conditions Precedent to Closing” and “Conditions Precedent to All Extensions of Credit” headings in the Summary of Terms.

Wells Fargo intends to commence syndication of the Exit Facility to a group of banks, financial institutions and other institutional investors reasonably acceptable to Wells Fargo, in consultation with you, promptly upon your acceptance of this Commitment Letter and the Fee Letter. You agree to actively assist Wells Fargo in achieving a syndication of the Exit Facility that is satisfactory to Wells Fargo and you. Such assistance shall include your (a) providing and causing your advisors to provide Wells Fargo,

the other Commitment Parties and the other Lenders upon request with all information customarily provided for syndication of similar debt facilities and reasonably deemed necessary by Wells Fargo to complete syndication, including, but not limited to, information and evaluations prepared by you and your advisors, or on your behalf, relating to the transactions contemplated hereby (including the Projections (as hereinafter defined), the “**Information**”); provided for the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon, or waive any attorney client privilege of you or any of your subsidiaries or affiliates, (b) assisting in the preparation of information memoranda and other customary marketing materials to be used in connection with the syndication of the Exit Facility (collectively with the Summary of Terms, the “**Information Materials**”), (c) using your commercially reasonable efforts to ensure that the syndication efforts of Wells Fargo benefit materially from your existing banking relationships, (d) using your commercially reasonable efforts to permit the Agent to obtain a net orderly liquidation appraisal of the inventory and a collateral audit and field examination, (e) your ensuring that there is no competing offering, placement, arrangement or issuance of indebtedness for borrowed money or debt securities by or on behalf of the Lead Borrower or its subsidiaries (other than (i) the Exit Facility, (ii) indebtedness with respect to one or more term loan exit facilities, in such amounts as set forth in clause (xiii) in “Conditions Precedent to Closing” in the Summary of Terms and which shall be upon usual and customary market terms for financing of such type (collectively, the “**Term Loan Facilities**”), and (iii) any indebtedness in the ordinary course of business) except as agreed by Wells Fargo, in each case that could reasonably be expected to materially impair the primary syndication of the Exit Facility (it being understood that any indebtedness constituting ordinary course capital leases, foreign working capital financing in the ordinary course, purchase money and equipment financings and letters of credit will not materially impair the primary syndication of the Exit Facility for purposes of this clause (e)) and (f) otherwise assisting Wells Fargo in its syndication efforts, including by making your officers and advisors available from time to time to attend and make presentations regarding the business and prospects of the Lead Borrower and its subsidiaries, as appropriate, at one or more meetings of prospective Lenders.

It is understood and agreed that Wells Fargo will manage and control all aspects of the syndication in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Exit Facility will receive compensation from you in order to obtain its commitment, except on the terms contained herein, in the Fee Letter and in the Summary of Terms. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the sole and absolute discretion of Wells Fargo.

Notwithstanding Wells Fargo’s right to syndicate the Exit Facility and receive commitments with respect thereto, Wells Fargo will not be relieved of all or any portion of its commitments hereunder prior to the initial funding under the Exit Facility.

You represent and warrant that (a) all financial projections, estimates, budgets and other forward looking information concerning Lead Borrower and its subsidiaries and certain affiliates that have been or are hereafter made available to Wells Fargo, the other Commitment Parties or the Lenders by you or any of your representatives (or on your or their behalf) (the “**Projections**”) have been or will be prepared in good faith based upon assumptions believed by the Borrowers to be reasonable at the time delivered (it being understood and agreed that such Projections are as to future events and are not to be viewed as facts, are subject to uncertainties and contingencies, many of which are out of the Borrowers’ control, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any Projections may differ materially from the projected results, and no assurance can be given that the Projections will be realized), and (b) all Information, other than Projections and information of a general economic or industry specific nature, which has been or is

hereafter made available to Wells Fargo, the other Commitment Parties or the Lenders by you or any of your representatives (or on your or their behalf) in connection with any aspect of the transactions contemplated hereby, as and when furnished, is and will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made (and giving effect to all supplements thereto). You agree to furnish us with further and supplemental information from time to time until the date of the initial borrowing under the Exit Facility (the “**Closing Date**”) so that the representation and warranty in the immediately preceding sentence are complete and correct in all material respects on the Closing Date as if the Information were being furnished, and such representation, warranty and covenant were being made, on such date; provided that any such supplementation shall cure any breach of such representations. In issuing this commitment and in arranging and syndicating the Exit Facility, Wells Fargo is and will be using and relying on the Information without independent verification thereof.

You acknowledge that (a) Wells Fargo will make available Information Materials to the proposed syndicate of Lenders on your behalf by posting the Information Materials on IntraLinks or another similar electronic system and (b) certain prospective Lenders (such Lenders, “**Public Lenders**”; all other Lenders, “**Private Lenders**”) may have personnel that do not wish to receive material non-public information (within the meaning of the United States federal securities laws, “**MNPI**”) with respect to you or your affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such entities’ securities. If requested, you will assist us in preparing an additional version of the Information Materials not containing MNPI (the “**Public Information Materials**”) to be distributed to prospective Public Lenders.

Before distribution of any Information Materials (a) to prospective Private Lenders, you shall provide us with a customary letter authorizing the dissemination of the Information Materials and (b) to prospective Public Lenders, you shall provide us with a customary letter authorizing the dissemination of the Public Information Materials and confirming the absence of MNPI therefrom. In addition, at our request, you shall identify Public Information Materials by clearly and conspicuously marking the same as “**PUBLIC**”.

You agree that Wells Fargo may distribute the following documents on your behalf to all prospective Lenders, unless you advise Wells Fargo in writing (including by email) within a reasonable time prior to their intended distributions that such material should only be distributed to prospective Private Lenders: (a) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (b) notifications of changes to Exit Facility’s terms and (c) other materials intended for prospective Lenders after the initial distribution of the Information Materials, including drafts and final versions of definitive documents with respect to the Exit Facility. If you advise us that any of the foregoing items should be distributed only to Private Lenders, then Wells Fargo will not distribute such materials to Public Lenders without further discussions with you. You agree (whether or not any Information Materials are marked “**PUBLIC**”) that Information Materials made available to prospective Public Lenders in accordance with this Commitment Letter shall not contain MNPI.

By executing this Commitment Letter, you agree, whether or not the Exit Facility closes, to reimburse Wells Fargo from time to time on demand for all reasonable and documented out-of-pocket fees, costs, and expenses (including, and limited in the case of counsel to, (a) the reasonable fees, disbursements and other charges of Choate, Hall & Stewart LLP, as counsel to the Agent, and of one specialty counsel and one local counsel to the Lenders in each material relevant jurisdiction retained by the Agent and which shall include reasonable and documented allocated costs of in-house counsel, and (b) due diligence costs and expenses) incurred in connection with the Exit Facility (including, without limitation, this Commitment Letter), the syndication thereof, the preparation, negotiation, and approval of the definitive documentation therefor, and the other transactions contemplated hereby. You also agree to jointly and

severally pay all reasonable and documented out-of-pocket costs and expenses of the Agent (including, and limited in the case of counsel to, reasonable and documented out-of-pocket fees and disbursements of one primary counsel, and one specialty counsel and one local counsel to the Lenders in each material relevant jurisdiction and which shall include reasonable and documented allocated costs of in-house counsel) incurred in connection with the enforcement of any of its rights and remedies hereunder. For the avoidance of doubt, the Borrowers shall remain fully liable for all obligations under this Commitment Letter, even if the Bankruptcy Court does not authorize the Borrowers to enter into the Commitment Letter or the Exit Facility.

You agree to indemnify and hold harmless Wells Fargo, each Commitment Party and each Lender and each of their respective affiliates and their respective officers, directors, employees, agents, advisors and other representatives (each, an “*Indemnified Party*”) from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, and limited in the case of counsel to, reasonable and documented out-of-pocket fees and disbursements of one primary counsel, and one specialty counsel and one local counsel to the Lenders in each material relevant jurisdiction and which shall include reasonable and documented allocated costs of in-house counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter or any related transaction or (b) the Exit Facility and any other financings, or any use made or proposed to be made with the proceeds thereof except to the extent such claim, damage, loss, liability or expense is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct or from such Indemnified Party’s breach in bad faith of its obligations under this Commitment Letter. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your subsidiaries or affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct or from such Indemnified Party’s breach in bad faith of its obligations under this Commitment Letter. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnified Party as determined by a final and nonappealable judgment of a court of competent jurisdiction or from such Indemnified Party’s breach in bad faith of its obligations under this Commitment Letter.

This Commitment Letter and the Fee Letter and the contents hereof and thereof are confidential and may not be disclosed in whole or in part to any person or entity without the prior written consent of the Commitment Parties, except for disclosure hereof or thereof (a) your parent company and its subsidiaries, any prospective investors and to your and their respective directors, officers, employees, affiliates, members, partners, stockholders, attorneys, accountants, independent auditors, agents and other advisors on a confidential basis, (b) as otherwise required by law, (c) to enforce rights hereunder, or (d) to any committees or groups of secured or unsecured creditors (including the steering group of lenders under the Lead Borrower’s prepetition term loan credit agreement) and their representatives and advisors; provided, however, that it is understood and agreed that after your acceptance of this Commitment Letter, (i) you

may disclose this Commitment Letter (including the Summary of Terms) and the contents hereof and thereof (but not the fees provided for therein) in filings with the Bankruptcy Court in the Chapter 11 Case and to parties in interest in such Chapter 11 Case, (ii) you may make a generic disclosure regarding aggregate fees and expenses (but without disclosing any specific fees) payable in connection with the Exit Facility, and (iii) you may disclose the existence of the Commitment Letter (and the commitments hereunder).

Each Commitment Party agrees that, until one (1) year from the date hereof, this Commitment Letter and the Fee Letter and the contents hereof and thereof are confidential and shall use such letters and all confidential information provided to it by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (i) with your consent, (ii) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), (iii) upon the request or demand of any regulatory authority having jurisdiction over any Commitment Party or any of its affiliates, (iv) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this agreement by any Commitment Party, (v) to any Commitment Party's affiliates, and its and such affiliates' respective employees, directors, officers, legal counsel, independent auditors, professionals, advisors and other experts or agents who need to know such information in connection with the transactions contemplated hereunder and are informed of the confidential nature of such information, (vi) for purposes of establishing a "due diligence" defense, (vii) to the extent that such information is or was received by any Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you, (viii) to the extent that such information is independently developed by any Commitment Party, (ix) to potential Lenders, participants assignees or potential counterparties to any swap or derivative transaction relating to the Borrowers or any of their subsidiaries, in each case, who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph or as otherwise reasonably acceptable to you and any Commitment Party), or (x) in enforcing its rights with respect to this Commitment Letter or the Fee Letter.

You acknowledge that the Commitment Parties or their respective affiliates may be providing financing or other services to parties whose interests may conflict with your interest. Each Commitment Party agrees that it will not furnish confidential information obtained from you to any of its other customers and that it will treat confidential information relating to you and your affiliates with the same degree of care as its treats its own confidential information. Each Commitment Party further advises you that it will not make available to you confidential information that it has obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that each Commitment Party is permitted to access, use and share with any of its bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning you or any of your affiliates that is or may come into the possession of such Commitment Party or any of its affiliates.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (a) (i) the arranging and other services described herein regarding the Exit Facility are arm's-length commercial transactions between you and your affiliates and the Commitment Parties, (ii) you have each consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transaction contemplated hereby; (b) (i) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you any of your affiliates or any other person or entity

and (ii) no Commitment Party has any obligation to you or your affiliates with respect to the transaction contemplated hereby except those obligations expressly set forth herein; and (c) each Commitment Party and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and no Commitment Party has any obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against any Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Commitment Letter.

The provisions of the immediately preceding five paragraphs shall remain in full force and effect regardless of whether any definitive documentation for the Exit Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of the Commitment Parties hereunder.

This Commitment Letter and the Fee Letter may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Commitment Letter or the Fee Letter by telecopier, facsimile or .pdf shall be effective as delivery of a manually executed counterpart thereof.

This Commitment Letter (including the Summary of Terms) and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof, but including Section 5-1401 of the New York General Obligations Law. Each of you and the Commitment Parties hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter (including the Summary of Terms), the Fee Letter, the transactions contemplated hereby and thereby or the actions of the Commitment Parties in the negotiation, performance or enforcement hereof.

This Commitment Letter (including the Summary of Terms) and the Fee Letter embody the entire agreement and understanding among the Commitment Parties and you and your affiliates with respect to the Exit Facility and supersedes all prior agreements and understandings relating to the specific matters hereof. However, please note that the terms (other than the conditions) of the commitments of the Commitment Parties and the undertaking of the Commitment Parties hereunder are not limited to those set forth herein or in the Summary of Terms. Those matters that are not covered or made clear herein or in the Summary of Terms or the Fee Letter are subject to mutual agreement of the parties. No party has been authorized by any Commitment Party to make any oral or written statements that are inconsistent with this Commitment Letter. Other than as set forth in this paragraph, this Commitment Letter is not assignable by any party hereto without the prior written consent of the other parties hereto (and any purported assignment without such consent shall be null and void) and is intended to be solely for the benefit of the parties hereto and the Indemnified Parties. The Commitment Parties may assign its commitments hereunder (subject to the provisions set forth in this Commitment Letter) to one or more prospective Lenders, provided that such Commitment Party shall not be released from the portion of its commitment hereunder so assigned to the extent such assignee fails to fund the portion of the commitment assigned to it on the Closing Date notwithstanding the satisfaction of the conditions to such funding set forth herein. Unless you otherwise agree in writing, the Commitment Parties shall retain exclusive control over all rights and obligations with respect to their respective commitments in respect of the Exit Facility, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Exit Facility by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments

provided hereunder are subject to conditions precedent as provided in Exhibit A under the heading “CONDITIONS PRECEDENT TO CLOSING”.

Each Commitment Party hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “*PATRIOT Act*”), it may be required to obtain, verify and record information that identifies the Borrowers and Guarantors (as defined in the Summary of Terms), which information includes the name, address, tax identification number and other information regarding the Borrowers and Guarantors that will allow each Commitment Party to identify the Borrowers and Guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act. You shall provide each Commitment Party, prior to the Closing Date (as defined in the Summary of Terms), with all documentation and other information required by bank regulatory authorities under “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

This Commitment Letter and all commitments and undertakings of the Commitment Parties hereunder will expire at 5:00 p.m. (eastern time) on July [10], 2017 unless you execute this Commitment Letter and the Fee Letter and return them to us prior to that time (which may be by electronic transmission), whereupon this Commitment Letter (including the Summary of Terms) and the Fee Letter (each of which may be signed in one or more counterparts) shall become binding agreements. Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on September 9, 2017, unless definitive documentation for the Exit Facility is executed and delivered prior to such date.

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

CIT BANK, N.A.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

PAYLESS INC.,
a Delaware corporation

By: _____

Name:

Title:

EXHIBIT A

**PAYLESS INC.
SUMMARY OF TERMS AND CONDITIONS
FOR A \$260,000,000 SENIOR SECURED CREDIT FACILITY**

July 10, 2017

BORROWERS: Payless Inc. (“**Lead Borrower**”) and certain of its domestic, Canadian (other than Lifestyle Brands Corporation) and Puerto Rican subsidiaries to be mutually agreed (the “**Borrowers**”); provided, that, at the election of the Lead Borrower (i) provided no default or event of default exist or would arise therefrom; (ii) Excess Availability immediately following such release and as projected on a pro forma basis for the twelve (12) months following and giving effect to such release will be at least [thirty-five (35%)] percent of the Combined Borrowing Base; and (iii) the simultaneous release under the exit term loan facilities), the Canadian and Puerto Rican subsidiaries may be released from all their obligations under the definitive documentation with respect to the Loans, in which case all assets of such entities shall cease to be Collateral and no assets of such released entities shall be included in the calculation of the Borrowing Base. The Borrowers shall be jointly and severally liable for all obligations.

GUARANTORS: WBG – PSS HOLDINGS LLC (“**Parent**”), and each future direct and indirect domestic (other than (i) a subsidiary that has no material assets other than capital stock and/or indebtedness of one or more CFCs (as defined below) or (ii) a subsidiary of a CFC), and, subject to the proviso under “Borrowers” above, Canadian (other than Lifestyle Brands Corporation), and Puerto Rican subsidiary of the Borrowers, and, to the extent (i) such subsidiary is not a “controlled foreign corporation” (“**CFC**”) within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended or a subsidiary thereof and (ii) no material adverse tax consequences would result in the good faith judgment of the Lead Borrower, other foreign subsidiary of the Borrowers, other than certain existing and future immaterial subsidiaries to be agreed upon in the definitive documentation for the Exit Facility (collectively, the “**Guarantors**”; together with the Borrowers, the “**Loan Parties**”). All guarantees will be guarantees of payment and not of collection. The Guarantors shall be jointly and severally liable for all guaranteed obligations.

ADMINISTRATIVE AGENT: Wells Fargo Bank, National Association (the “**Administrative Agent**”).

COLLATERAL AGENT: Wells Fargo Bank, National Association (the “**Collateral Agent**” and together with the Administrative Agent, the “**Agent**”).

**JOINT LEAD ARRANGERS
AND JOINT
BOOKRUNNERS:** Wells Fargo Bank, National Association (“**Wells Fargo**”) and Merrill Lynch, Pierce, Fenner & Smith Incorporated will act as joint lead

arrangers and joint bookrunners

LENDERS:

(i) Wells Fargo and a syndicate of financial institutions reasonably acceptable to the Administrative Agent after consultation with the Borrowers (a) who become lenders under the FILO Loan (defined below) (the “**FILO Lenders**”) and (b) who become revolving lenders providing the Revolving Loans (as defined below) (the “**Revolving Lenders**”), and together with the FILO Lenders, the “**Lenders**”).

ISSUING BANK:

Wells Fargo

SENIOR REVOLVING EXIT FACILITY:

A \$260,000,000 senior secured exit credit facility (as the same may be increased as provided herein, the “**Exit Facility**”), consisting of:

(i) a \$250,000,000 senior secured revolving exit credit facility (as such amount may be increased or decreased in accordance with the terms therein, the commitments thereunder, the “**Revolving Commitments**” and the loans thereunder, the “**Revolving Loans**”), which will include:

(A) a \$50,000,000 sublimit for the issuance of standby and documentary letters of credit (each a “**Letter of Credit**”); and

(B) and a \$25,000,000 sublimit for swingline loans (each a “**Swing Line Loan**”); and

(ii) a \$10,000,000 senior exit first in, last out term loan (the “**FILO Loan**”, and together with the Revolving Loans, the “**Loans**”).

PRE-PETITION CREDIT FACILITY:

The pre-petition credit facility (the “**Pre-Petition Credit Facility**”) consisting of a \$300,000,000 senior secured revolving credit facility and evidenced by that certain Credit Agreement (as amended and in effect, the “**Pre-Petition Credit Agreement**”) dated as of October 9, 2012, by, among others, certain of the Loan Parties, the Lenders party thereto, and the Agent.

DEBTOR-IN-POSSESSION CREDIT FACILITY:

The DIP credit facility (the “**DIP Credit Facility**” and, collectively with the Pre-Petition Credit Facility, the “**Existing Credit Facilities**”) consisting of a \$305,000,000 senior secured superpriority revolving credit facility and evidenced by that certain Debtor-In-Possession Credit Agreement (as amended and in effect, the “**DIP Credit Agreement**” and, collectively with the Pre-Petition Credit Agreement, the “**Existing Credit Agreements**”) dated as of April 5, 2017, by, among others, certain of the Loan Parties, the Lenders party thereto, and the Agent.

DOCUMENTATION PRINCIPLES:

For purposes of this Summary of Terms and Conditions, any references herein to provisions, terms or conditions of the Exit Facility being “*substantially consistent with*” or “*similar to*” to the Pre-Petition Credit Agreement (or words of similar effect), shall be deemed to mean usual and customary provisions, terms or conditions for transactions of this kind, reflecting terms substantially consistent with the Pre-Petition Credit Agreement modified (i) to reflect the commencement of the

Chapter 11 Cases and the emergence purposes of the Exit Facility, (ii) to reflect additions and modifications to address the Canadian Loan Parties and their assets, operations, and liabilities, and (iii) to include other mutually agreed upon changes.

***UNCOMMITTED
INCREASE OPTION:***

Provided that there is no default or event of default then existing or that would arise therefrom, the Borrowers, at their option, may request that the Revolving Commitments be increased by an aggregate principal amount not to exceed \$50,000,000. Any or all of the existing Lenders shall initially have a right of first refusal (but not the obligation) to increase their respective commitments to satisfy the Borrowers' requested increase of the Revolving Commitments. If the Lenders are unwilling to increase their commitments by an amount equal to the requested increase, the Agent, in consultation with the Borrowers, will use its reasonable efforts to obtain one or more financial institutions which are not then Lenders (which financial institutions may be suggested by the Borrowers) to become party to the loan documentation and to provide a commitment to the extent necessary to satisfy the Borrowers' requested increase in the Revolving Commitments, provided that any such additional lender(s) shall be reasonably satisfactory to the Agent and the Borrowers.

PURPOSE:

The proceeds of the Exit Facility shall be used to pay the outstanding amount of the Existing Credit Facilities in full, to finance certain payments due under the Chapter 11 Plan, and for working capital, capital expenditures, and other lawful corporate purposes.

CLOSING DATE:

The execution of definitive loan documentation and satisfaction or waiver of all conditions precedent to closing, to occur on or before September 9, 2017 (the "***Closing Date***").

INTEREST RATES:

As set forth in Addendum I.

MATURITY:

The Exit Facility shall terminate and all amounts outstanding thereunder shall be due and payable in full the earlier of: (a) five (5) years after the Closing Date, and (b) three (3) months prior to the maturity of the term loan exit facilities.

AVAILABILITY:

Revolving Loans and Letters of Credit (subject to the Letter of Credit sublimit set forth above) under the Exit Facility may be made to the Borrowers on a revolving basis up to the lesser of (i) Revolving Commitments and (ii) the Borrowing Base (the lesser of (i) and (ii) being hereafter referred to as the "***Revolving Loan Cap***").

The "***Borrowing Base***" shall be equal to the sum, at the time of calculation of (a) 90% of the face amount of eligible credit card receivables of the Borrowers; plus (b) 90% of the appraised net orderly liquidation value of eligible inventory (including eligible in-transit inventory) of the Borrowers, net of inventory reserves; plus (c) the lesser of (x) \$10,000,000; and (y) 50% of the appraised fair market value of eligible owned real estate of the Borrowers, minus (d) the FILO

Reserve, minus (e) other reserves established by the Agent in its permitted discretion.

As used herein, “**FILO Reserve**” shall mean an amount, at any time of calculation, equal to the excess of the then outstanding amount of the FILO Loan over the FILO Borrowing Base as reflected in the most recent Borrowing Base certificate furnished by the Borrowers.

The “**FILO Borrowing Base**” shall mean (a) 5% of the face amount of eligible credit card receivables of the Borrowers; plus (b) 5% of the appraised net orderly liquidation value of eligible inventory (excluding in-transit inventory) of the Borrowers, net of inventory reserves.

The “**Combined Borrowing Base**” shall mean the sum of the Borrowing Base plus FILO Borrowing Base.

The definitions of “Eligible Inventory,” “Eligible Credit Card Receivables”, and “Eligible Real Estate” shall be substantially the same as those definitions set forth in the Pre-Petition Credit Agreement.

The Agent shall be entitled to establish and/or modify reserves, as well as to modify eligibility standards and establish and modify reserves against Borrowing Base and FILO Borrowing Base availability, in each case, substantially consistent with the DIP Credit Agreement.

Assets owned by the Canadian Loan Parties and Puerto Rican Loan Parties will be included in the Borrowing Base and FILO Borrowing Base, as applicable, upon satisfaction of eligibility requirements.

**MANDATORY
PREPAYMENTS:**

If at any time the aggregate amount of the Revolving Loans and Letters of Credit exceeds the Revolving Loan Cap, as of such date of determination, then the Borrowers will immediately repay outstanding Revolving Loans and, if necessary thereafter, cash collateralize Letters of Credit in an aggregate amount equal to such excess.

After the occurrence of a Cash Dominion Event (as defined below), all amounts deposited in the Collection Account (as defined below) will be promptly applied by the Agent to repay outstanding Revolving Loans under the Exit Facility, and, if an Event of Default exists to cash collateralize outstanding Letters of Credit and repay outstanding FILO Loans.

No mandatory prepayment of the Revolving Loans shall reduce the Revolving Commitments and such loans may be repaid and reborrowed as provided herein. Once repaid, no portion of the FILO Loan may be reborrowed.

**OPTIONAL PREPAYMENTS
AND COMMITMENT
REDUCTIONS:**

The Borrowers may prepay the Revolving Loans in whole or in part at any time without premium or penalty, subject to reimbursement of breakage and redeployment costs in the case of prepayment of LIBOR

borrowings. After the Revolving Loans have been paid in full and the Revolving Commitments terminated, the Borrowers may prepay the FILO Loans under the Exit Facility in whole or in part at any time without premium or penalty, subject to reimbursement of the Lenders' breakage and redeployment costs in the case of prepayment of LIBOR. The commitments under the Exit Facility may be irrevocably reduced or terminated by the Borrowers at any time without premium or penalty.

SECURITY:

As security for the Exit Facility, the Borrowers and the Guarantors shall grant the Agent and the Lenders a valid and perfected security interest in all of the Borrowers' and Guarantors' respective assets, both tangible and intangible, real and personal, and all proceeds and products thereof (the "*Collateral*"), including but not limited to:

(a) a valid and perfected first priority lien and security interest in the "*ABL Priority Collateral*" (as such term is defined in the Existing Intercreditor Agreement, as defined below), and

(b) a second priority lien and security interest in the "*Term Priority Collateral*" (as such term is defined in the Existing Intercreditor Agreement, as defined below).

As used herein, "*Existing Intercreditor Agreement*" shall mean that certain "Intercreditor Agreement" (as such term is defined in the Pre-Petition Credit Agreement).

The priority of such liens, together with other inter-lender matters, shall be subject to the terms of an intercreditor agreement to be entered into between the Agent and the agent or agents for the term loan exit facilities (as such agreement may be modified or otherwise amended, the "*Intercreditor Agreement*"), which Intercreditor Agreement shall be in form and substance reasonably satisfactory to the Agent and shall be substantially the same as the Existing Intercreditor Agreement (and acknowledged and agreed to by all Loan Parties).

The Security shall also secure the Borrowers' and Guarantors' obligations in respect of the Exit Facility and any cash management obligations, hedging arrangements and other bank products (including, without limitation, factoring and supply chain financing) entered into with or furnished by any Lender or its affiliates.

**CONDITIONS PRECEDENT
TO CLOSING:**

The closing and the initial extension of credit under the Exit Facility will be subject to satisfaction or waiver of the following conditions precedent and shall occur on or after the Effective Date (as defined below) of the Chapter 11 Plan:

(i) The negotiation, execution and delivery of definitive documentation (including the Intercreditor Agreement and other customary intercreditor agreements and subordination agreements, as applicable) with respect to the Exit Facility, and receipt of fully executed loan documentation with respect to the exit term loan

facilities, in each case, consistent with the terms and conditions set forth herein and in form and substance reasonably satisfactory to the Agent, and the Lenders and the Borrowers.

- (ii) The Agent shall have received the results of customary lien searches with respect to the Borrowers and Guarantors and all filings and recordations necessary or desirable (as reasonably determined by the Agent) in connection with the liens and security interests to reflect the valid and perfected liens and security interests referred to above and, with the priority specified above, under Security shall have been duly made; all filing and recording fees and taxes shall have been duly paid to the extent due and owing prior to the Closing Date, and Borrowers and Guarantors shall use commercially reasonable efforts to obtain any landlord waivers and other or control access letters reasonably requested by the Agent within sixty (60) days of the Closing Date, provided that absent delivery of an acceptable landlord waiver or collateral access agreement the Agent may implement reserves. The Agent shall be reasonably satisfied with the amount, types and terms and conditions of all insurance maintained by the Borrowers (it being agreed that the insurance maintained on the date hereof is reasonably satisfactory); and the Agent shall have received, within sixty (60) days of the Closing Date, endorsements naming the Agent as an additional insured or loss payee, as the case may be, under all insurance policies to be maintained with respect to the properties of the Borrower and the Guarantors forming part of the Collateral set forth above.
- (iii)(1) evidence that all other actions that the Agent may deem reasonably necessary or desirable in order to create valid first and subsisting liens (subject only to certain permitted encumbrances to be agreed) on the property described in the mortgages has been taken; (2) an appraisal of each of the properties described in the mortgages complying with the requirements of FIRREA by a third party appraiser reasonably acceptable to the Agent and otherwise in form and substance reasonably satisfactory to the Agent; (3) flood certificates with respect to each of the properties described in the mortgages certifying that such properties are not in a flood zone otherwise the Agent shall be named as loss payee and additional insured on flood insurance reasonably acceptable to the Agent with respect to such properties, and (4) delivery of such other information and documents with respect to such properties as may be reasonably requested by the Agent in its permitted discretion.
- (iv) All material governmental consents and approvals, and all third party consents, reasonably required for the Borrowers to consummate the financing shall have been obtained by the Borrowers.
- (v) Compliance with all applicable laws and regulations in all material respects (including compliance with "know your customer" and anti-money laundering rules and regulations, including without

limitation the Patriot Act, MSB and HRC requirements and any Canadian equivalents (including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)); provided, that all information required by the Agent or the Lenders pursuant to such rules and regulations shall have been requested at least five (5) days prior to the Closing Date.

- (vi) The Agent shall have received (A) customary opinions of counsel to the Borrowers and the Guarantors (which shall cover, among other things, authority, legality, validity, binding effect and enforceability of the documents for the Exit Facility) from Kirkland and Ellis LLP, and appropriate local counsel (including, without limitation, Canadian and Puerto Rican counsel) for material relevant jurisdictions. and (B) such customary corporate resolutions, certificates and other documents as the Agent shall reasonably require.
- (vii) The absence of any Bankruptcy Court or Canadian Bankruptcy Court order or any action, suit, investigation or proceeding pending or, to the knowledge of the Borrowers or Guarantors, threatened in any court or before any arbitrator or governmental authority that could reasonably be expected to have a material adverse effect on the Borrowers and their subsidiaries, taken as a whole, or to prevent or restrain the consummation of the Exit Facility.
- (viii) No changes or developments shall have occurred, and no new or additional information, shall have been received or discovered by the Agent regarding the Borrowers or the Guarantors or the transactions contemplated hereby after the date of the Commitment Letter (including, without limitation, any litigation) that either individually or in the aggregate, could reasonably be expected to have a material adverse effect (it being agreed that the commencement of the Chapter 11 Cases shall not be deemed to be a material adverse effect) on the Loan Parties, taken as a whole.
- (ix) The Bankruptcy Court shall have approved the payment of all accrued fees and expenses of the Agent (including the fees and expenses of counsel (including any local counsel) for the Agent) and all such fees and expenses shall have been paid or will be paid substantially simultaneously with the consummation of the Exit Facility.
- (x) The Agent shall have received, in form and substance reasonably satisfactory to it, such other reports, audits, collateral examinations, background checks, or certifications as it may reasonably request.
- (xi) The capital structure of the Borrowers and Guarantors shall be reasonably acceptable to the Agent at closing; provided, that the Agent agrees that the structure contemplated by the Chapter 11 Plan is reasonably acceptable.

- (xii) Receipt by the Agent of such historical financial statements, post-emergence projections, and business plan with respect to the Borrowers and Guarantors as the Agent deems appropriate, including, without limitation, final projections for the next eighteen (18) month period (including balance sheet, P&L, cash flows and availability model), which projections (a) are consistent with the preliminary plan submitted to the Agent in June, 2017, (b) are reasonably acceptable to the Agent in its sole discretion, and (c) evidence consistent levels of leverage (senior and total fund debt to proforma EBITDA), profitability, and excess availability; provided, that the Agent agrees that all items required by this clause (xii) have been received on or prior to the date hereof.
- (xiii) No later than July 27, 2017, the Borrowers and Guarantors shall have obtained from the Bankruptcy Court an order (the “**Confirmation Order**”), in form and substance reasonably acceptable to the Agent, confirming the Chapter 11 Plan and approving the consummation of the restructuring transactions on the effective date of the Chapter 11 Plan (the “**Effective Date**”), which Confirmation Order shall be recognized and enforced by the Canadian Bankruptcy Court (as such term is defined in the DIP Credit Agreement) in a an order within seven (7) business days thereafter (the “**Canadian Order**”). As of the Effective Date, Confirmation Order and Canadian Order shall each be final, and neither shall be subject to a stay or injunction (or similar prohibition) in effect with respect thereto, nor shall have been reversed, vacated, amended supplemented or otherwise modified in any manner that could reasonably be expected to adversely affect the rights of the Agent or Lenders. The Effective Date shall occur no later than the deadline for the effective date of the Chapter 11 Plan set forth in the Restructuring Support Agreement (as such deadline may be and actually is extended pursuant to the terms and conditions thereof) and shall be conditioned, in any event, upon, inter alia, (i) payment in full in cash of all obligations under the Existing Credit Agreements, (ii) with respect to the Term Loan Agreements and the DIP Term Loan Facility (as such terms are defined in the DIP Credit Agreement), (A) the “Final DIP Draw” under the “Term DIP Facility” shall have been made (as such terms are defined in the Restructuring Support Agreement) and all indebtedness under the “Term DIP Facility”, consisting of \$80 million in gross proceeds in the aggregate, shall have been converted into an exit term loan facility, (B) up to \$200 million of such indebtedness shall have been converted into an exit term loan facility, and (C) the balance of such indebtedness shall have been converted into equity of the Loan Parties, (iii) consummation of such exit transactions on terms consistent with those outlined in the Chapter 11 Plan and otherwise on terms and conditions, and pursuant to documentation in form and substance, reasonably acceptable to the Agent.
- (xiv) The entry of all orders described or referred to herein or in the

body of the Commitment Letter shall have been upon proper notice as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the CCAA, and any applicable bankruptcy rules.

- (xv) All of the conditions precedent set forth in the Restructuring Support Agreement and the Chapter 11 Plan shall have been satisfied, as determined by the Agent in its reasonable discretion.
- (xvi) The Chapter 11 Plan sponsor shall be the Consenting Lenders (as such term is defined in the Restructuring Support Agreement) and/or one or more of their affiliates or another party reasonably acceptable to the Agent.
- (xvii) The Agent shall have received a payoff letter (or other evidence reasonably satisfactory to Agent) with respect to each of the Existing Credit Agreements, as well as the Term Loan Agreements (as such term is defined in the DIP Credit Agreement) (A) evidencing that, upon the making of the initial extension of credit on the Closing Date and the application of such funds in accordance with such payoff letter, all obligations under such facility will have been paid and satisfied in full, and all commitments thereunder will terminate, and (B) confirming that all liens securing such existing indebtedness will be, contemporaneously with the initial funding under the Exit Facility, released.
- (xviii) After giving effect to the first funding of any Loans under the Exit Facility and all Letters of Credit to be issued at, or immediately subsequent to, the establishment of the Exit Facility and payment of various other administrative expenses to be made on the Closing Date in connection with the Chapter 11 Case, Excess Availability (as defined below) after giving effect to the financial covenant shall be not less than \$[45],000,000 (or such lesser amount as may be agreed to by the Agent and Lenders).
- (xix) The Agent shall have received a borrowing base certificate dated as of the Closing Date, executed by a financial officer of the Borrowers, which shall be in form and substance reasonably acceptable to the Agent.
- (xx) The Agent shall have received, (x) ten (10) business days prior to the Closing Date, an updated list of the ultimate beneficial equity holders of the Parent holding more than 10% of such equity; and (y) on the Closing Date, an updated list of the ultimate beneficial equity holders of the Parent.

***CONDITIONS PRECEDENT
TO ALL EXTENSIONS OF
CREDIT:***

Shall include the following: (i) all of the representations and warranties in the loan documentation shall be true and correct in all material respects (or in the case of any representation or warranty qualified by materiality, in all respects) as of the date of such extension of credit; (ii) no default that has not been waived in writing or cured and no event of

default that has not been waived in writing shall have occurred under the Exit Facility, or would result from such extension of credit; and (iii) in the case of any extension of credit under the Exit Facility, the aggregate principal amount of all outstanding Revolving Loans and the aggregate undrawn amount of all Letters of Credit outstanding on such date, after giving effect to the applicable borrowing or issuance or renewal of a Letter of Credit, shall not exceed the Revolving Loan Cap.

**REPRESENTATIONS AND
WARRANTIES:**

Usual and customary for transactions of this type and shall include, without limitation, representations and warranties substantially consistent with those in the Pre-Petition Credit Agreement and the following representations and warranties: (i) compliance with all applicable Bankruptcy Code and CCAA provisions, and (ii) Confirmation Order not procured by fraud.

COVENANTS:

Usual and customary for transactions of this type and shall include, without limitation, the following covenants:

Affirmative Covenants: covenants substantially consistent with those in the Pre-Petition Credit Agreement.

Negative Covenants: covenants substantially consistent with those in the Pre-Petition Credit Agreement.

Restricted Payments/Payment Conditions. The Borrowers shall be permitted to make certain ordinary course restricted payments, investments and prepay certain indebtedness subject to usual and customary restrictions. The Borrowers shall also have the ability to make restricted payments, investments and payments after the first anniversary of the Closing Date, so long as no Default or Event of Default then exists or would arise as a result of the making of such payment, upon satisfaction of the following: either (a) the Borrowers have demonstrated to the reasonable satisfaction of the Agent that (i) Excess Availability, immediately following the making of such transaction, investment or payment and as projected on a pro forma basis for the twelve (12) months following and after giving effect to such payment, will be at least equal to the greater of (x) fifteen percent (15%) of the Combined Borrowing Base, and (y) \$30,000,000, and (ii) after giving pro forma effect to such transaction, investment or payment, the consolidated fixed charge coverage ratio is greater than or equal to 1.0:1.0, or (b) the Borrowers have demonstrated to the reasonable satisfaction of the Agent that Excess Availability, immediately following the making of such transaction, investment or payment and as projected on a pro forma basis for the twelve (12) months following and after giving effect to such transaction, investment or payment, will be at least equal to the greater of (x) twenty-five percent (25%) of the Combined Borrowing Base, and (y) \$50,000,000.

Financial Covenant: Excess Availability shall not, at any time, be less than the greater of (x) \$15,000,000; or (y) 10% of the Combined

Borrowing Base.

“Excess Availability” shall mean an amount equal to (a) the Revolving Loan Cap minus (b) the amount of Revolving Loans and Letters of Credit outstanding under the Exit Facility.

CASH DOMINION:

The Borrowers and Guarantors will implement cash management procedures customary for facilities of this type and reasonably satisfactory to the Agent, including, but not limited to, customary lockbox arrangements and blocked account agreements, which will provide for the Agent to have control of all deposit and securities accounts as required by the Agent (subject to exceptions substantially consistent with the Pre-Petition Credit Agreement) within forty-five (45) days after the Closing Date. If, at any time (i) Excess Availability is less than the greater of (A) \$30,000,000 or (B) fifteen percent (15%) of the Combined Borrowing Base or (ii) an event of default exists (***“Cash Dominion Event”***), cash receipts shall be forwarded to a deposit account (***“Collection Account”***) which is in the name of the Agent and such receipts shall be applied daily in reduction of the obligations under the Exit Facility. A Cash Dominion Event shall continue in the Agent’s discretion unless and until the event of default is waived and Excess Availability exceeds the greater of (i) \$30,000,000; or (ii) fifteen percent (15%) of the Combined Borrowing Base for (30) thirty consecutive days; provided, that in the Agent’s discretion a Cash Dominion Event shall be deemed continuing at all times after a Cash Dominion Event has occurred and been discontinued on two occasions in any twelve (12) month period or on four occasions after the Closing Date.

***COLLATERAL &
FINANCIAL REPORTING:***

The Borrowers shall provide collateral reporting usual and customary for transactions of this type, including, without limitation, certain collateral reporting requirements which shall be tied to the Borrowers’ Excess Availability levels. Borrowing Base certificates and supporting documentation shall be delivered monthly ten (10) business days after the end of each month; provided, that at anytime a Cash Dominion Event exist, Borrowing Base certificates will be delivered weekly on Wednesday of each week for the immediately preceding Saturday.

FINANCIAL REPORTING:

The Borrowers shall provide financial reporting usual and customary for transactions of this type and substantially consistent with the Pre-Petition Credit Agreement, including, without limitation: (i) usual and customary financial reporting, including, without limitation, monthly deliveries in all events, and (ii) supplemental financial reporting concerning the Borrowers’ obligations under the Chapter 11 Plan. Other requirements shall include forecasts and projections, compliance certificates, reports to shareholders and debtholders, management letters, notices of default, litigation and other material events, updates to the budget and other information customarily supplied in a transactions of this type.

***COLLATERAL
MONITORING:***

The Agent may conduct two (2) field examinations and two (2) inventory appraisal in the first twelve (12) months following the Closing

Date at the expense of the Borrowers. Following the first anniversary of the Closing Date, the Agent may conduct one (1) field examination and one (1) inventory appraisal per year at the expense of the Borrowers; provided that if Excess Availability is less than \$50,000,000 at any time, the Agent shall conduct two (2) field examinations and two (2) inventory appraisals per year at the expense of the Borrowers; provided further, if Excess Availability is less than \$37,500,000 at any time, the Agent may conduct three (3) field examinations and three (3) inventory appraisals per year at the expense of the Borrowers. The Agent may conduct one (1) real estate appraisal per year at the expense of the Borrowers. The Agent may conduct such other field examinations and appraisals at the expense of the Lenders, provided that if an default or event of default exists such field examinations and appraisals shall be at the expense of the Borrowers.

EVENTS OF DEFAULT:

Usual and customary in transactions of this type and consistent with the terms of the Existing Credit Agreements.

ASSIGNMENTS AND PARTICIPATIONS:

Substantially consistent with the Pre-Petition Credit Agreement.

WAIVERS AND AMENDMENTS:

Usual and customary for transactions of this type and substantially consistent with the terms of the Pre-Petition Credit Agreement, which shall include provisions that certain amendments, waivers, and/or exercise of certain rights will require consent of Agent, Lenders holding a majority of the Exit Facility or unanimous consent of all Lenders, as applicable.

INDEMNIFICATION:

The Borrowers will indemnify and hold harmless the Agent, the Lenders and their respective affiliates, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the Exit Facility, the Borrowers' use of loan proceeds or the commitments, including, but not limited to, reasonable attorneys' fees and settlement costs (subject to customary exceptions and limitations substantially consistent with the Pre-Petition Credit Agreement). This indemnification shall survive and continue for the benefit of all such persons or entities.

GOVERNING LAW:

New York

PRICING/FEES/EXPENSES:

As set forth in Addendum I.

COUNSEL TO AGENT:

Choate, Hall & Stewart , LLP.

OTHER:

Each of the parties shall (i) waive its right to a trial by jury and (ii) submit to New York jurisdiction. The loan documentation will contain customary increased cost, withholding tax, capital adequacy and yield protection provisions.

**ADDENDUM I
PRICING, FEES AND EXPENSES**

INTEREST RATES: The interest rates per annum applicable to the Revolving Loans will be (i) (a) the greater of (1) LIBOR and (2) zero percent (0%) per annum, plus (b) the Applicable Margin (as hereinafter defined) or, at the option of the Borrowers, (ii) (a) the Base Rate (to be defined as the highest of (w) the Wells Fargo Bank, National Association's prime rate, (x) the Federal Funds rate plus 0.50%, (y) LIBOR for an interest period of one month plus 1.00%, or (z) zero percent (0%) per annum) plus (b) the Applicable Margin. "**Applicable Margin**" means a percentage per annum to be determined in accordance with the applicable pricing grid set forth below, based on Excess Availability.

The interest rate per annum applicable to the FILO Loan will be LIBOR plus 3.50%.

The Borrowers may select interest periods of one, two, three or six months for LIBOR loans, subject to availability. Interest on LIBOR loans shall be payable at the end of the selected interest period, but no less frequently than quarterly. Interest on Base Rate loans shall be payable on the first day of each calendar month.

At the option of the Agent or at the written direction of the required revolving Lenders with respect to the Revolving Loans and the required FILO Lenders with respect to the FILO Loans during the continuance of any event of default under the loan documentation (and automatically upon an insolvency event of default), the Applicable Margin on obligations under the loan documentation shall increase by 2% per annum.

COMMITMENT FEE: Commencing on the Closing Date, a commitment fee (the "**Commitment Fee**") shall be payable on the average daily unused portions of the Revolving Loans under the Exit Facility at the rate of 0.25% per annum. The Commitment Fee shall be payable quarterly in arrears, commencing on the first quarterly payment date to occur after the Closing Date.

LETTER OF CREDIT FEES: Letter of Credit fees shall be payable on the maximum amount available to be drawn under each outstanding Letter of Credit at a rate per annum equal to (a) with respect to standby Letters of Credit, the Applicable Margin from time to time applicable to LIBOR loans, and (b) with respect to documentary Letters of Credit, the Applicable Margin from time to time applicable to LIBOR loans less 0.50%. Such fees will be payable quarterly in arrears, commencing on the first quarterly payment date to occur after the Closing Date.

CLOSING FEES: Per Fee Letter.

**PRICING GRID
REVOLVING FACILITY**

(a) From and after the Closing Date until the end of the first full fiscal quarter ending after the Closing Date, the percentages set forth in Level II of the pricing grid below; and

(b) at all times after the end of the first full fiscal quarter ending after the Closing Date, the applicable percentages set forth in the pricing grid below based on Average Excess Availability:

Level	Average Excess Availability	Applicable Margin for LIBOR Loans	Applicable Margin for Base Rate Loans
I	Greater than 50% of the Revolving Loan Cap	1.75%	0.75%
II	Equal to or Less than 50% of the Revolving Loan Cap	2.00%	1.00%

***CALCULATION OF
INTEREST AND FEES:***

All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year, and changes to the pricing grid level shall be based on average daily Excess Availability for the preceding fiscal month for which the calculation is being made. *Interest Act* (Canada) provisions shall apply.

***COST AND YIELD
PROTECTION:***

Customary for transactions and facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.

EXPENSES:

The Borrowers will pay all reasonable and documented out-of-pocket costs and expenses associated with the preparation, due diligence, administration, and closing of all loan documentation, including, without limitation, the reasonable and documented out-of-pocket fees for appraisers, field examiners, and counsel to the Agent (which shall be limited to one primary counsel, one local counsel in each reasonably necessary and relevant jurisdiction and one specialty counsel for each reasonably necessary and relevant specialty in each applicable jurisdiction and which shall include reasonable and documented allocated costs of in-house counsel), regardless of whether or not the Exit Facility is closed. The Borrowers will also pay the reasonable and documented out-of-pocket expenses of the Agent in connection with the enforcement of any of the loan

documentation.

Exhibit D

The Schedule of Assumed Executory Contracts and Unexpired Leases

Exhibit D-1

Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

This schedule includes Executory Contracts and Unexpired Leases the Debtors currently contemplate assuming pursuant to Article V.A and V.E. of the Plan. The Debtors' review and analysis remains ongoing and they reserve the right to amend this schedule as set forth in Article V of the Plan. For the avoidance of doubt, any cure amount listed in connection with an assumed executory contract or unexpired lease applies to all obligations outstanding under such contract or lease, regardless of whether such amount is allocable among multiple counterparties.

Notwithstanding Article V.A of the Plan or any other provision thereof or any provision of the Bankruptcy Code, all contracts where any Canadian Debtor is the counterparty other than those contracts expressly listed on Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, are hereby assumed by the applicable Reorganized Debtor whether or not such contract is listed in this Exhibit D and such contracts shall revest in and be fully enforceable by such Reorganized Debtor in accordance with its terms, unless otherwise agreed by such Reorganized Debtor and the counterparty and except as such terms are expressly modified by any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law, where such order is recognized by the applicable Canadian court. For greater certainty, only those contracts expressly listed on Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, shall be rejected by the Canadian Debtors and no contracts where any the Canadian Debtor is the counterparty shall be automatically rejected pursuant to the terms of the Plan or any provision of the Bankruptcy Code.

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1	1195117 ONTARIO LIMITED 1239 DONALD STREET C/O RIOCAN MANAGEMENT INC OTTAWA, ON K1J 8W3 CANADA	S# 5986	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5986) KANATA CENTRUM 120 EARL GREY DR KANATA, ON	\$1,243.91
2	11TH HOUR STAFFING, INC 4130 GIBSON DRIVE, SUITE D TIPP CITY, OH 45371	54989	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 10/01/2014 PLUS AMENDMENTS	\$0.00
3	11TH HOUR STAFFING, INC 4130 GIBSON DRIVE, SUITE TIPP CITY, OH 45371	54986	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 10/01/2014	\$0.00
4	1388688 ONTARIO LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST; 499 MAIN STREET SOUTH SUITE 56 TORONTO, ON M4P 1E4 CANADA	S# 5811	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5811) BRAMPTON SHOPPERS WORLD 499 MAIN ST SOUTH BRAMPTON, ON	\$1,883.81
5	1401 ROUTE 300 HOLDINGS LLC GMAC MTG SEC INC MTG PT CT SERIES 2006-C 1401 ROUTE 300; SUITE 100; C/O URBAN RET NEWBURGH, NY 12550	S# 4472	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4472) NEWBURGH MALL 1401 ROUTE 300 NEWBURGH, NY	\$5,837.69
6	1562903 ONTARIO LIMITED 2300 YONGE STREET SUITE 500; PO BOX 2386 C/O RIOCAN REAL ESTATE INVESTMENT TRUST TORONTO, ON M4P 1E4 CANADA	S# 5947	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5947) GARDEN CITY SHOPPING CENTRE 2305 MCPHILLIPS ST WINNIPEG, MB	\$1,038.12
7	1604 CHESTNUT ASSOCIATES LP 1617 JOHN F KENNEDY BLVD SUITE 1840 PHILADELPHIA, PA 19103	S# 1025	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1025) 1604 CHESTNUT ST PHILADELPHIA, PA	\$13,367.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
8	1642 MERIVALE ROAD LP C/O BENTALL KENNEDY (CANADA) LP 1642 MERIVALE ROAD ADMIN OFFICE OTTAWA, ON K2G 4A1 CANADA	S# 5985	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5985) MERIVALE MALL 1642 MERIVALE ROAD NEPEAN, ON	\$1,385.62
9	1663321 ONTARIO INC AND 1414614 ONTARIO INC THE OTTAWA TRAIN YARDS INC. 223 COLONNADE ROAD SOUTH SUITE 100 OTTAWA, ON K2E 7K3 CANADA	S# 7179	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7179) OTTAWA TRAIN YARDS 500 TERMINAL AVE OTTAWA, ON	\$1,661.90
10	1763931 ONTARIO LIMITED C/O SOUTHRIDGE MALL 1933 REGENT STREET SUDBURY, ON P3E 5R2 CANADA	S# 6972	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6972) SOUTHRIDGE MALL 1933 REGENT ST SUDBURY, ON	\$0.00
11	1854313 ONTARIO LIMITED 100 KING STREET WEST DOWNTOWN CHATHAM CENTRE CHATHAM, ON N7M 6A9 CANADA	S# 5851	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5851) DOWNTOWN CHATHAM CENTRE 100 KING ST WEST CHATHAM, ON	\$0.00
12	19 PROPS LLC 200 WEST MICHIGAN AVENUE SUITE 201 KALAMAZOO, MI 49007	S# 1302	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1302) WEST CENTURY SC 5029 W MAIN ST KALAMAZOO, MI	\$4,066.14
13	1SYNC, INC. 1009 LENOX DRIVE LAWRENCEVILLE LAWRENCEVILLE, NJ 08648-2313	54996	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TRADING PARTNER SERVICES AGREEMENT DATED 06/01/2009 PLUS AMENDMENTS	\$0.00
14	1SYNC, INC. 1009 LENOX DRIVE LAWRENCEVILLE, NJ 08648-2313	54993	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/26/2011 PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
15	1WORLDSYNC, INC. 1009 LENOX DRIVE, SUITE 202 LAWRENCEVILLE, NJ 08648-2313	55000	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO TRADING PARTNER SERVICES AGREEMENT DATED 08/09/2016	\$0.00
16	20 VIC MANAGEMENT INC IN TRUST LONDONDERRY SHOPPING CENTER C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST; SUITE 300; BOX #8 TORONTO, ON M5C 2W5 CANADA	S# 5876	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5876) LONDONDERRY MALL 137 AVE & 66 ST EDMONTON, AB	\$11,465.23
17	20 VIC MANGEMENT INC ONE QUEEN STREET EAST SUITE 300 BOX 388 TORONTO, ON M5C 2W5 CANADA	S# 5863	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5863) BILLINGS BRIDGE PLAZA 2277 RIVERSIDE DR OTTAWA, ON	\$2,808.31
18	2046459 ONTARIO INC C/O MORGUARD INVESTMENTS LIMITED; ATTN: 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ON L5B 1M3 CANADA	S# 5910	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5910) COTTONWOOD MALL 45585 LUCKUKUCK WAY CHILLIWACK, BC	\$1,921.60
19	2055190 ONTARIO LTD 401 BAY STREET 11TH FLOOR MAIL BOX #11 AVISON YOUNG REAL ESTATE MANAGEMENT SERV TORONTO, ON M5H 2Y4 CANADA	S# 5968	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5968) MARKET MALL 2325 PRESTON AVE SASKATOON, SK	\$21.28
20	2065 WESIX LLC 2500 WILSHIRE BLVD #904 LOS ANGELES, CA 90057	S# 2732	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2732) 2065 W 6TH UNIT B1 LOS ANGELES, CA	\$10,000.00
21	214 HOLDING CORP 171 PARK ROAD PARSIPPANY, NJ 07054	S# 3326	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3326) 212 FERRY ST NEWARK, NJ	\$11,520.63

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
22	290-300 KING GEORGE RD LP 75 CENTENNIAL PKWY N. 2ND FLOOR C/O BENTALL KENNEDY (CANADA) LP. EASTGAT STONE CREEK, ON L8E 2P2 CANADA	S# 5828	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5828) BRANTFORD COMMONS 300 KING GEORGE ROAD BRANTFORD, ON	\$1,234.51
23	300 WEST SALT LAKE LLC C/O FORTRESS INVESTMENT GROUP LLC 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NY 10105	S# 3958	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3958) TARGET SHOPPING CENTER 1094 S 300 WEST SALT LAKE CITY, UT	\$6,616.67
24	301 MAIN STREET ASSOCIATES 1412 BROADWAY 3RD FLOOR C/O ACHS MANAGEMENT CORP NEW YORK, NY 10018	S# 4108	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4108) 301 MAIN ST SUITE 1 ORANGE, NJ	\$17,152.31
25	301 P LLC 850 WEST CHESTER PIKE SUITE 110 C/O TDW FINANCIAL LLC HAVERTOWN, PA 19083	S# 5285	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5285) 301 W BALTIMORE PIKE CLIFTON HEIGHTS, PA	\$6,936.08
26	32 EAST, LLC C/O PEBB ENTERPRISES ATTN: IAN WEINER 7900 GLADES ROAD, SUITE 600 BOCA RATON, FL 33434	S# 3064RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3064RL) 32 EAST SHOPPING CENTER CINCINNATI, OH	\$0.00
27	3358771 CANADA LIMITED C/O RIOCAN REAL ESTATE INVESTMENT TRUST 2300 YONGE ST SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 5834	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5834) 264 MILLENNIUM PKWY UNIT 6 BELLEVILLE, ON	\$925.61
28	3510 BERGENLINE AVENUE LLC C/O UFVS MANAGEMENT COMPANY LLC 287 BOWMAN AVENUE PURCHASE, NY 10577	S# 1194	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1194) 3518 BERGENLINE AVE # 3520 UNION CITY, NJ	\$9,483.33

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
29	375 KNICKERBOCKER REALTY C/O KNELLER 7073 HAVILAND CIRCLE BOYNTON BEACH, FL 33437	S# 3627	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3627) 379 KNICKERBOCKER AVE BROOKLYN, NY	\$8,000.00
30	3821099 CANADA INC. 6600 COTE-DES-NEIGES SUITE 305 MONTREAL, QC H3S 2A9 CANADA	S# 5956	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5956) PLAZA COTE DES NEIGES 6700 CH DE LA COTE-DES-NEIGES MONTREAL, QC	\$1,202.11
31	3829660 MANITOBA LIMITED C/O SHINDICO REALTY INC. 200-1355 TAYLOR AVENUE WINNIPEG, MB R3M 3Y9 CANADA	S# 7171	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7171) SAULT CENTRE 518 GREAT NORTHERN RD SAULT STE. MARIE, ON	\$1,135.68
32	3829678 MANITOBA LIMITED C/O SHINDICO REALTY INC. 200-1355 TAYLOR AVENUE WINNIPEG, MB R3M 3Y9 CANADA	S# 5907	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5907) SELKIRK CROSSINGS 1014 MANITOBA AVENUE SELKIRK, MB	\$443.94
33	3934390 CANADA INC 55 CITY CENTRE DRIVE SUITE 800 C/O MORGUARD INVESTMENTS LIMITED ATTN: V MISSISSAUGA, ON L5B 1M3 CANADA	S# 5936	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5936) THE MALL AT LAWSON HEIGHTS 134 PRIMROSE DR SASKATOON, SK	\$1,421.45
34	3945333 MANITOBA LIMITED 700 APPLEWOOD CRESCENT C/O CALLOWAY REIT VAUGHN, ON L4K 5X3 CANADA	S# 6946	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6946) 1659 KENASTON BLVD UNIT 1 WINNIPEG, MB	\$1,401.89
35	480 WEST STREET LLC C/O KGI PROPERTIES LLC 10 MEMORIAL BLVD SUITE 901 PROVIDENCE, RI 02903	S# 5287	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5287) 462 WEST STREET KEENE, NH	\$4,451.08

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
36	5 S ENTERPRISE LLP 1100 BROOK ARBOR DRIVE MANSFIELD, TX 76063	S# 2799	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2799) 480 W 303 HWY GRAND PRAIRIE, TX	\$2,300.00
37	51 JOURNAL SQUARE CO C/O LORDS INC 2871 JOHN F KENNEDY BLVD JERSEY CITY, NJ 07306	S# 1134	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1134) JOURNAL SQUARE 2843 2845 KENNEDY BLVD JERSEY CITY, NJ	\$8,389.04
38	52 EAST 170TH STREET REALTY CORPORATION C/O KOFLER LEVENSTEIN ROMANOTTO & CO 100 MERRICK ROAD ROCKVILLE CENTRE, NY 11570	S# 4105	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4105) 50 E 170TH ST # 52 BRONX, NY	\$20,000.00
39	585562 B.C. LTD - C/O MORGUARD INVESTMENTS LTD 55 CITY CENTRE DRIVE SUITE #800 ATTN: VP RETAIL PROPERTY MANAGEMENT MISSISSAUGA, ON L5B 1M3 CANADA	S# 6944	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6944) SEVENOAKS SHOPPING CENTRE 32900 SOUTH FRASER WAY ABBOTSFORD, BC	\$2,694.97
40	616 SOUTH BROADWAY A CALIF GEN. PTNRSHIP C/O ALIN AKPULLAT 6055 BROADWAY AVENUE LOS ANGELES, CA 90014	S# 2416	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2416) 612 S BROADWAY LOS ANGELES, CA	\$7,200.00
41	666479 B.C. LTD #500-1901 ROSSER AVE ATTN: JIM TESSARO CSM BURNABY, BC V5C 6S3 CANADA	S# 5920	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5920) LYNN VALLEY CENTRE 1199 LYNN VALLEY RD NORTH VANCOUVER, BC	\$1,304.14
42	6725 PACIFIC VENTURE C/O NATIONAL STORES INC. C/O NATIONAL STORES INC. 15001 S. FIGUEROA ST. GARDENA, CA 90248	S# 4993	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4993) 6725 PACIFIC BLVD HUNTINGTON PARK, CA	\$7,000.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
43	7 STAR PLAZA INC PO BOX 441833 MIAMI, FL 33144	S# 1583	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1583) 6661 SW 8TH ST MIAMI, FL	\$8,715.15
44	700 EAST HUNTING PARK LLC 550 MAMARONECK AVENUE SUITE 411 C/O THE COTSWOLD GROUP HARRISON, NY 10528-1634	S# 5427	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5427) HUNTINGTON PARK PLAZA 700 EAST HUNTING PARK AVENUE PHILADELPHIA, PA	\$8,705.58
45	713949 ONTARIO LIMITED C/O MORGUARD REAL ESTATE INVESTMENT TRUS 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ON L5B 1M3 CANADA	S# 6986	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6986) ST LAURENT SHOPPING CENTRE 1200 ST LAURENT BLVD OTTAWA, ON	\$3,169.96
46	767228 ALBERTA LTD. C/O NORTHERN SHOPPING CENTRE DEVEL LIMIT UNIT 100 12222-137TH AVENUE EDMONTON, AB T5L 4X5 CANADA	S# 5958	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5958) 203 WYE RD SHERWOOD PARK, AB	\$1,004.75
47	79 BISCAYNE PLAZA LLC 4125 NW 88TH AVENUE C/O GLOBAL REALTY & MANAGEMENT FL INC SUNRISE, FL 33351	S# 3751	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3751) BISCAYNE PLAZA SHOPPING CENTER 8020 NE 5TH AVE MIAMI, FL	\$5,683.31
48	815-830 EAST TREMONT ASSOCIATES LLC 2390 MCDONALD AVENUE BROOKLYN, NY 11223	S# 3842	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3842) 817 E TREMONT AVE BRONX, NY	\$8,379.00
49	8401 DYER LLC 5712 DYER STREET C/O RHEY PROPERTIES EL PASO, TX 79904	S# 37	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #37) 8401 DYER ST EL PASO, TX	\$6,781.42

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
50	866391 ALBERTA LTD. #200 17616-107 AVENUE C/O NORTHERN SHOPPING CENTRE DEVELOPMENT EDMONTON, AB T5S 1G8 CANADA	S# 6952	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6952) 603 CARLTON TRAIL NORTH BATTLEFORD, SK	\$891.58
51	8762317 CANADA INC 1225 UNIVERSITY STREET SUITE 102 MONTREAL, QC H3B 9A9 CANADA	S# 5922	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5922) PLAZA RUE ST HUBERT 7043 ST HUBERT MONTREAL, QC	\$7,489.15
52	9015086 CANADA INC C/O COMINAR REAL ESTATE INVESTMENT TRUST 2151 LAPINIERE BOULEVARD BROSSARD, QC J4W 2T5 CANADA	S# 6955	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6955) CENTRE COMMERCIAL CHAMPLAIN 2151 BOUL LAPINIERE BROSSARD, QC	\$1,599.32
53	90567 CANADA INC. 366 VICTORIA AVENUE SUITE 200 WESTMOUNT, QC H3Z 2N4 CANADA	S# 5800	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5800) 237 YONGE ST TORONTO, ON	\$3,766.66
54	9257-4748 QUEBEC INC AND MONTEZ L'OUTAOUAIS INC 200 BAY STREET SUITE 900 C/O ROYAL BANK PLAZA NORTH TOWER TORONTO, ON M5J 2J2 CANADA	S# 5964	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5964) PROMENADES DE L'OUTAOUAIS 1100 MALONEY BLVD WEST GATINEAU, QC	\$1,078.50
55	9511 NORTH LAMAR LTD 1601 RIO GRANDE SUITE 333 AUSTIN, TX 78701	S# 4438	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4438) NORTHWEND SHOPPING CENTER 9511 N LAMAR BLVD AUSTIN, TX	\$10,871.48
56	A.E.PARNELL & CO.LTD 40 SECOND STREET, NEWPORT WEST KINGSTON, JAMAICA	55035	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE-POOL POINT AGREEMENT DATED 03/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
57	A.L. PALLETS ATTN: CORINNA TENORIO 4880 FELSPAR STREET RIVERSIDE, CA 92509	55039	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/01/2015 PLUS STATEMENTS OF WORK	\$0.00
58	A.L.PALLETS ATTN: CORINNA TENORIO 4880 FELSPAR STREET RIVERSIDE, CA 92509	55043	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/01/2015 PLUS STATEMENTS OF WORK	\$0.00
59	A.M. KLEMM & SON LLC 950 SOUTH LAKE ADAIR BLVD C/O HENRY E BRAKMANN ORLANDO, FL 32804	S# 3538	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3538) 1101 3RD ST SW WINTER HAVEN, FL	\$2,699.70
60	ABERDEEN KAMLOOPS MALL LTD; KS ACQUISITION II LP; KINGSETT CAPITAL I ONE QUEEN STREET EAST; SUITE 300; C/O 20 TORONTO, ON M5C 2W5 CANADA	S# 5911	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5911) ABERDEEN MALL 216A 1320 W TRANS CANADA KAMLOOPS, BC	\$2,344.63
61	ABG ACCESSORIES A DIVISION OF ELEGANT HEADWEAR CO, INC ATTN: GERSHON MAYER 1000 JEFFERSON AVENUE ELIZABETH, NJ 7201	55055; 55058	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 02/03/2011	\$0.00
62	ABG COLLECTIVE LLC C/O AUTHENTIC BRANDS GROUP, LLC 100 WEST 33RD STREET SUITE 1007 NEW YORK, NY 10001	49313	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT DATED 7/28/2014	\$0.00
63	ABG COLLECTIVE LLC, 100 WEST 33RD STREET, NEW YORK, NY 10001	55061	COLLECTIVE LICENSING INTERNATIONAL, LLC	PURCHASE CONTRACT / PURCHASE ORDER ASSET PURCHASE AGREEMENT DATED 07/28/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
64	ABG COLLECTIVE, LLC LEGAL DEPARTMENT C/O AUTHENTIC BRANDS GROUP, LLC 100 WEST 33RD STREET, SUITE 1007 NEW YORK, NY 10001	72317	PAYLESS SHOESOURCE WORLDWIDE, INC.	FIRST AMENDMENT TO AIRWALK LICENSE AGREEMENT	\$0.00
65	ABG COLLECTIVE, LLC LEGAL DEPARTMENT C/O AUTHENTIC BRANDS GROUP, LLC 100 WEST 33RD STREET, SUITE 1007 NEW YORK, NY 10001	55065	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/28/2014 PLUS AMENDMENTS	\$0.00
66	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	72227	PAYLESS SHOESOURCE WORLDWIDE, INC.	MODIFY IMPLEMENTATION DATED 2/7/2017	\$0.00
67	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	55077	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/11/2013 PLUS AMENDMENTS	\$0.00
68	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	55081	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PROJECT CHANGE REQUEST DATED 06/22/2015	\$0.00
69	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	55083	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 08/29/2016	\$0.00
70	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	72229	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK DATED 2/28/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
71	ACCENTURE LLP 500 WEST MADISON SUITE 2200 CHICAGO, IL 60661	55087	PAYLESS SHOESOURCE WORLDWIDE, INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) PAYLESS SHOESOURCE STATEMENT OF WORK (STATEMENT OF WORK) DATED 08/29/2016	\$197,216.87
72	ACCESSORY INNOVATIONS, LLC C/O RALPH DWECK 10 EAST 34TH STREET, 5TH FLOOR NEW YORK, NY 10016	55106	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/20/2008	\$0.00
73	ACCESSORY INNOVATIONS, LLC 34 WEST 33RD STREET NEW YORK, NY 10001	55096	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/05/2014	\$0.00
74	ACCESSORY INNOVATIONS, LLC 34 WEST 33RD STREET NEW YORK, NY 10001	55101	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/05/2014	\$0.00
75	ACCESSORY INNOVATIONS, LLC. 10 EAST 34TH STREET, 5TH FLOOR NEW YORK, NY 10016	55110	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/20/2008	\$0.00
76	ACCUREV, INC. 10 MAGUIRE RD., LEXINGTON,, MA 02421 MA	55157	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT END USER LICENSE AND SERVICES AGREEMENT DATED 05/29/2008	\$0.00
77	ACE AMERICAN INSURANCE COMPANY C/O CHUBB ENVIRONMENTAL P.O.BOX 1000, 436 WALNUT STREET WA07A PHILADELPHIA, PA 19106	55160	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES INSURANCE POLICY DATED 10/10/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
78 ACE AMERICAN INSURANCE COMPANY C/O CHUBB ENVIRONMENTAL PO BOX 1000 436 WALNUT STREET WA07A PHILADELPHIA, PA 19106	49393; 49397; 49402; 49405; 49410; 49411; 49417; 49421; 49426; 49432; 49435; 49438; 49441; 49444; 49449; 49453; 49455; 49459; 49465; 49469; 49473; 49475; 49478	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	BUSINESS TRAVEL ACCIDENT POLICY NUMBER ADDN01172013R	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
79 ACE AMERICAN INSURANCE COMPANY C/O CHUBB ENVIRONMENTAL PO BOX 1000 436 WALNUT STREET WA07A PHILADELPHIA, PA 19106	49481; 49485; 49488; 49491; 49494; 49498; 49502; 49506; 49510; 49516; 49517; 49520; 49525; 49530; 49533; 49536; 49539; 49543; 49546; 49550; 49554; 49558; 49561	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	STORAGE TANK LIABILITY POLICY NUMBER G24730438005	\$0.00
80 ACE METRIX, INC. 1960 E. GRAND AVENUE SUITE 510 EL SEGUNDO, CA 90245	55169	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 02/01/2016	\$43,750.00
81 ACE METRIX, INC. ACE METRIX INC. ASHLEY LUONGO 230 PARK AVENUE NEW YORK, NY 10169	55165	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT	\$0.00
82 ACH ALEXANDRIA LLC 350 PINE STREET SUITE 800 BEAUMONT, TX 77701	S# 3886	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3886) VILLAGE GREEN SHOPPING CENTER 6805 ALEXANDRIA PIKE ALEXANDRIA, KY	\$1,750.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
83	ACI INTERNATIONAL 814 MORAGA DRIVE LOS ANGELES, CA 90049	55182	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
84	ACI INTERNATIONAL 844 MORAGA DRIVE LOS ANGELES, CA 90049	55172	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
85	ACI INTERNATIONAL 844 MORAGA DRIVE LOS ANGELES, CA 90049	55181	COLLECTIVE BRANDS SERVICES, INC.	INDEMNITY AGREEMENT INDEMNITY AGREEMENT DATED 05/06/2009	\$0.00
86	ACKLINIS YONKERS REALTY LLC 187 MILLBURN AVENUE SUITE 6 MILLBURN, NJ 07041	S# 5439	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5439) BURLINGTON SHOPPING CENTER 2484 CENTRAL PARK AVE YONKERS, NY	\$2,191.45
87	ACS NEW IBERIA PLAZA LA LLC 350 PINE STREET SUITE #800 BEAUMONT, TX 77701	S# 313	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #313) WAL MART PLAZA 1002 JEFFERSON TERRACE BLVD NEW IBERIA, LA	\$3,604.92
88	ACXIOM 601 EAST THIRD STREET LITTLE ROCK, AR 72201	55192	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER CLIENT AGREEMENT DATED 11/14/2014 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$379,664.38
89	ADAMS & ADAMS LYNNWOOD BRIDGE 4 DAVENTRY STREET LYNNWOOD MANOR PRETORIA, SOUTH AFRICA	59278	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
90	ADAMS, CRYSTAL ADDRESS ON FILE	58639	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
91	ADB HOLDING LLC & DJB HOLDING LLC C/O CDC INC; ITF: ADB/DJB HOLDINGS LLC 4580 KLAHANIE DRIVE SE SUITE 508 ISSAQUAH, WA 98209	S# 1860	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1860) 1402 164TH ST SW SUITE 305 306 LYNNWOOD, WA	\$8,192.15
92	ADESSO-MADDEN INC 52-16 BARNETT AVENUE LONG ISLAND CITY, NY 11104	55197	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 03/01/2009	\$0.00
93	ADESSO-MADDEN INC 52-16 BARNETT AVENUE LONG ISLAND CITY, NY 11104	55204	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
94	ADESSO-MADDEN INC 52-16 BARNETT AVENUE LONG ISLAND, NY 11104	55200	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
95	ADIDAS (COLLECTIVELY) PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	72347; 72361; 72362; 72363	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	\$0.00
96	ADIDAS AG PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55215	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/15/1994	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
97	ADIDAS AG PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55220	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/15/1994	\$0.00
98	ADIDAS AMERICA, INC PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55222	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/15/1994	\$0.00
99	ADIDAS AMERICA, INC PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55226	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/15/1994	\$0.00
100	ADLOR B. REALTY ASSOCIATES 15 OCEAN AVENUE BROOKLYN, NY 11225	S# 4645	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4645) 875 UTICA AVE BROOKLYN, NY	\$9,561.91
101	ADP 5800 WINDWARD PARKWAY ALPHARETTA, GA 30005	55241	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/11/2001	\$0.00
102	ADP 5800 WINDWARD PARKWAY ALPHARETTA, GA 30005	55235	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/11/2001 PLUS AMENDMENTS	\$40,572.25
103	ADP, LLC 400 W. COVINA BLVD., MS 208 SAN DIMAS, CA 91773	55246	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT AMENDMENT (4TH) DATED 12/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
104	ADSUAR MUNIZ GOYCO SEDA & 208 PONCE DE LEON AVE SUITE 1600 SAN JUAN, PR 00918	59279	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
105	ADVANCED DISTRIBUTION 4578 DIVISION AVENUE WAYLAND, MI 49348	55251	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 12/16/2007	\$68,438.01
106	ADVANCED DISTRIBUTION SERVICES (NASHVILLE) LLC 1942 MCGREGOR RD YPSILANTI, MI 48198	55256	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 06/13/2013	\$0.00
107	ADVANCED DISTRIBUTION SERVICES LLC 1942 MCGREGOR RD YPSILANTI, MI 48198	55260	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/25/2013	\$0.00
108	ADVOCATE NETWORKS, LLC 6200 THE CORNERS PARKWAY, STE. T-100 NORCROSS, GA 30092	55278	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/14/2015	\$0.00
109	ADVOCATE NETWORKS, LLC 6200 THE CORNERS PKWY., NORCROSS,, GA 30092	55283	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 02/16/2015	\$0.00
110	AEROTEK, INC 7301 PARKWAY DRIVE HANOVER, MD 21076	51667	PAYLESS SHOESOURCE WORLDWIDE, INC.	1ST AMENDMENT TO MASTER SERVICE AGREEMENT DATED 07/17/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
111	AEROTEK, INC. 7301 PARKWAY DRIVE, HANOVER,, MD 21076	51665	PAYLESS SHOESOURCE WORLDWIDE, INC.	EXHIBIT B REQUEST FOR BACKGROUND CHECK SERVICES DATED 07/16/2014	\$0.00
112	AEROTEK, INC. 7301 PARKWAY DRIVE HANOVER, MD 21076	55298	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT DATED 04/24/2014 PLUS AMENDMENTS	\$0.00
113	AESCHLIMAN, JANICE E. ADDRESS ON FILE	58699	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
114	AETNA AETNA LIFE INSURANCE COMPANY 151 FARMINGTON AVENUE HARTFORD, CT 06156	51608	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
115	AFN, LLC 7230 N. CALDWELL AVE. NILES, IL 60714	55304	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 06/13/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
116 AGCS MARINE INSURANCE COMPANY (ALLIANZ) 33 W. MONROE STREET SUITE 1200 CHICAGO, IL 60603	49566; 49571; 49577; 49580; 49584; 49588; 49592; 49598; 49603; 49607; 49610; 49614; 49619; 49624; 49629; 49635; 49639; 49643; 49647; 49650; 49654; 49657; 49662; 49666; 49668; 49672; 49676; 49680; 49683	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	OCEAN CARGO POLICY NUMBER OC96079000	\$0.00
117 AHMAD, AKEEL ADDRESS ON FILE	58829	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
118 AHWAHNEE CARE HOMES, INC. PO BOX 346 AHWAHNEE, CA 93601	55309	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/31/2015	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
119	AIRWALK INTERNATIONAL LLC 603 PARK POINT DRIVE, SUITE 100 GOLDEN, CO 80401	55312	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 7TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 08/12/2003	\$0.00
120	AIRWALK INTERNATIONAL LLC 603 PARK POINT DRIVE, SUITE 100 GOLDEN, CO 80401	55317	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT CONFIRMATION LETTER DATED 02/15/2007	\$0.00
121	AIRWALK INTERNATIONAL LLC 603 PARK POINT DRIVE, SUITE 100 GOLDEN, CO 80401	55321	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT CONSENT TO ASSIGNMENT DATED 12/23/2003	\$0.00
122	AIRWALK INTERNATIONAL, LLC 603 PARK POINT DRIVE SUITE 100 GOLDEN, CO 80401	55325	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AND DESIGN SERVICE AGREEMENT DATED 08/12/2003	\$0.00
123	AIRWATCH, LLC 1155 PERIMETER CENTER WEST, SUITE 100, ATLANTA,, GA 30338	55328	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT END USER LICENSE AGREEMENT DATED 01/12/2016	\$7,571.51
124	AJ SUE CONSULTING, LLC 7602 KENYON DRIVE MIDDLETON, WI 53562	67910	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO CONSULTING AGREEMENT DATED 1/1/2015	\$0.00
125	AJ SUE CONSULTING, LLC 7602 KENYON DRIVE MIDDLETON, WI 53562	67883	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO CONSULTING AGREEMENT DATED 1/1/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
126	AJ SUE CONSULTING, LLC 7602 KENYON DRIVE MIDDLETON, WI 53562	67881	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO CONSULTING AGREEMENT DATED 12/6/2013	\$0.00
127	AJ SUE CONSULTING, LLC 7602 KENYON DRIVE MIDDLETON, WI 53562	67907	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONSULTING AGREEMENT DATED 12/19/2012	\$0.00
128	AJB SOFTWARE DESIGN, INC. 185 THE WEST MALL, SUITE 1020, TORONTO, ON M9C 5L5 CANADA	55343	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT DATED 02/25/2004	\$0.00
129	AKAMAI TECHNOLOGIES, INC. 8 CAMBRIDGE CENTER, CAMBRIDGE, MA 02142	54960	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE ORDER FORM DATED 06/25/2015	\$15,866.67
130	AL ASSISTANCE LEAGUE 1322 COMWALL AVENUE BELLINGHAM, WA 98225	54965	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/05/2014	\$0.00
131	ALBANY ROAD-SPRINGFIELD PLAZA LLC 10 HIGH STREET SUITE 700 ATTN: BRUCE NOLEN BOSTON, MA 02110	S# 3789	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3789) SPRINGFIELD PLAZA 1327 LIBERTY ST SPRINGFIELD, MA	\$3,982.65
132	ALBERT KESSLER QTIP MARITAL IRRVOC TRUST C/O MICHELE FLORIAN 1325 HOWARD AVENUE PMB 718 BURLINGAME, CA 94010-4212	S# 5068	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5068) 4260 EAST ALAMEDA GLENDALE, CO	\$6,880.55

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
133	ALBMIN REALTY CO. 1716 CONEY ISLAND AVENUE - 4TH FLOOR C/O ESQUIRE MANAGEMENT BROOKLYN, NY 10025	S# 5057	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5057) 147-05-07 JAMAICA AVENUE JAMAICA, NY	\$19,392.92
134	ALEFF LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES BOCA RATON, FL 33431	S# 2018	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2018) 6702 INDIANAPOLIS BLVD HAMMOND, IN	\$3,859.49
135	ALERTSITE 4611 JOHNSON ROAD, SUITE 6 COCONUT CREEK, FL 33073	54967	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 05/01/2008	\$0.00
136	ALHAMBRA VALLEY PROPERTIES LLC 11812 SAN VICENTE BLVD SUITE 500 C/O CHASE CENTERS MANAGEMENT INC LOS ANGELES, CA 90049	S# 1795	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1795) THE MARKETPLACE 834 E VALLEY BLVD ALHAMBRA, CA	\$6,784.72
137	ALI, WAQAR ADDRESS ON FILE	58642	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
138	ALISAN LLC; ANEFF LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431-4230	S# 480	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #480) 7880 PLAZA BLVD MENTOR, OH	\$2,210.29
139	ALL ACCESS PROPERTIES LLC ROY E HOWARD MANAGER PO BOX 189 SPANAWAY, WA 98387	S# 6478	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6478) 137 161ST ST SO SPANAWAY, WA	\$2,550.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
140	ALLARY, REBECCA ADDRESS ON FILE	58921	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
141	ALLEN THARP LLC PO BOX 27371 SAN ANTONIO, TX 78227	54977	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/28/2015	\$0.00
142	ALLEN, CRISTI ADDRESS ON FILE	59063	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
143	ALLEN, CRISTI ADDRESS ON FILE	59011	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
144	ALLIANCE COST CONTAINMENT 10503 TIMBERWOOD CIRCLE SUITE 120 LOUISVILLE, KY 40223	54980	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR AGREEMENT DATED 09/04/2015	\$0.00
145	ALLIANCE SHIPPERS, INC 516 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	54985	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 01/20/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
146 ALLIANZ GLOBAL RISKS US INSURANCE COMPANY 225 WEST WASHINGTON STREET, SUITE 1800 CHICAGO, IL 60606-3484	49394; 49398; 49401; 49409; 49694; 49697; 49699; 49704; 49711; 49714; 49718; 49722; 49725; 49729; 49732; 49737; 49742; 49745; 49753; 49756; 49760; 49764; 49768; 49773; 49777; 49781; 49784; 49787; 49789	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER ULA 2008490	\$0.00
147 ALLIES, REBECCA ADDRESS ON FILE	58925	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
148 ALTAIR GLOBAL 7500 DALLAS PARKWAY, SUITE 300 PLANO, TX 75024	54997	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AGREEMENT FOR RELOCATION SERVICES DATED 05/11/2010 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
149	ALTON MALL LLC C/O HULL PROPERTY GROUP LLC- ATTN: JAMES 1190 INTERSTATE PARKWAY AUGUSTA, GA 30909	S# 1361	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1361) ALTON SQUARE 106 ALTON SQ ALTON, IL	\$176.69
150	ALTOVA, INC. 900 CUMMINGS CENTER, SUITE 314-T BEVERLY, MA 01915	55001	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TERMS AND CONDITIONS OF SALE DATED 08/12/2007	\$0.00
151	ALVAREZ & MARSAL NORTH AMERICA LLC 600 MADISON AVE., 8TH FLOOR NEW YORK, NY 10022	59197	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 12/15/2016	\$0.00
152	ALVERNAZ PROPERTIES 11313 FULKERTH ROAD TURLOCK, CA 95380	S# 4535	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4535) 11022 SPRING CYPRESS RD SUITE 100 TOMBALL, TX	\$8,415.44
153	AMARAL, SILVIA ADDRESS ON FILE	58734	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
154	AMAZON SERVICES, LLC PO BOX 81226 ATTN: DEBBIE SHAVER SEATTLE, WA 98108	55006	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NON-DISCLOSURE AGREEMENT DATED 02/03/2015	\$0.00
155	AMAZON SERVICES, LLC PO BOX 81226 ATTN: DEBBIE SHAVER SEATTLE, WA 98108	55012	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT ONE TO BUSINESS SOLUTIONS AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
156	AMAZON SERVICES, LLC PO BOX 81226 ATTN: DEBBIE SHAVER SEATTLE, WA 98108	55014	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FIRST ADDENDUM TO THE FBA INVENTORY PLACEMENT PROGRAM TERMS AND CONDITIONS DATED 06/16/2015	\$0.00
157	AMAZON.COM, INC. P.O. BOX 81226 SEATTLE, WA 98108-1226	55018	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 03/01/2015	\$0.00
158	AMCAP COPACO LLC 1281 EAST MAIN STREET SUITE 200 C/O AMCAP INC STAMFORD, CT 06902	S# 5419	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5419) 283 COTTAGE GROVE ROAD BLOOMFIELD, CT	\$5,878.36
159	AMERICAN AUTOMOBILE ASSOCIATION 1000 AAA DRIVE HEATHROW, FL 32746	55022	PAYLESS SHOESOURCE, INC.	TRADEMARK OR IP AGREEMENT THIRD AMENDMENT DATED 11/01/2015	\$62,345.49
160	AMERICAN COURIER 9840 SOUTH 140 STREET, SUITE 2 OMAHA, NE 68138	55025	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 04/26/2015	\$0.00
161	AMERICAN EAGLE OUTFITTERS, INC. AND RETAIL ROYALTY COMPANY GENERAL COUNSEL, AMERICAN EAGLE OUTFITTERS 77 HOT METAL STREET PITTSBURGH, PA 15203	72332; 72364; 72365	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	AMENDMENT NO. 2 TO SETTLEMENT AND LICENSE AGREEMENT AMENDS TO REFLECT AEO'S ACQUISITION OF MARKS FROM THIRD PARTIES AND PSS'S OPT IN TO	\$0.00
162	AMERICAN EAGLE OUTFITTERS, INC. AND RETAIL ROYALTY COMPANY GENERAL COUNSEL, AMERICAN EAGLE OUTFITTERS 77 HOT METAL STREET PITTSBURGH, PA 15203	72333	PAYLESS SHOESOURCE WORLDWIDE, INC.	COEXISTENCE AGREEMENT BETWEEN AMERICAN EAGLE OUTFITTERS, JIMLAR CORPORATION AND RETAIL ROYALTY COMPANY. INCLUDES TRADEMARK ASSIGNMENT BETWEEN PAYLESS AND RETAIL ROYALTY AND STIPULATION OF DISMISSAL WITH PREJUDICE.	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
163	AMERICAN EAGLE OUTFITTERS, INC. AND RETAIL ROYALTY COMPANY GENERAL COUNSEL, AMERICAN EAGLE OUTFITTERS 77 HOT METAL STREET PITTSBURGH, PA 15203	55027; 55031; 55032	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT SETTLEMENT AND LICENSE AGREEMENT DATED 01/27/2010 PLUS AMENDMENTS	\$0.00
164	AMERICAN EAGLE OUTFITTERS, INC. 77 HOT METAL STREET PITTSBURGH, PA 15203	49312	PAYLESS SHOESOURCE WORLDWIDE, INC.	SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 1/27/2010	\$0.00
165	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC 200 VESEY STREET, 5TH FLOOR ATTN: DIRECTOR, PRICING NEW YORK, NY 10285	55038	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT CARD ACCEPTANCE AGREEMENT DATED 02/25/2009	\$0.00
166	AMERICAN FAST FREIGHT 3502 LINCOLN AVE TACOMA, WA 98421	55045	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DELIVERY AGENT AGREEMENT DATED 01/23/2005	\$0.00
167	AMERICAN RED CROSS LOS ANGELES REGION 11355 OHIO AVENUE LOS ANGELES, CA 90025	55048	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/07/2014	\$0.00
168	AMIEE LYNN INC. C/O PATTIE FIELD 366 FIFTH AVENUE NEW YORK, NY 10001	55054	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/12/2009	\$0.00
169	AMIEE LYNN, INC. C/O PATTIE FIELD 366 FIFTH AVENUE NEW YORK, NY 10001	55056	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/12/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
170	AMIRAN CAPITAL PARTNERS LP 7880 SAN FELIPE SUITE 120 C/O AMIREX REALTY SERVICES INC HOUSTON, TX 77063-1647	S# 2337	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2337) 1304 JUNCTION HWY SUITE 400 KERRVILLE, TX	\$6,673.34
171	AMMON, JEFFREY ADDRESS ON FILE	58729	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
172	AMSOURCE PLEASANT GROVE LLC 358 S. RIO GRANDE SUITE 200 ATTN: PRESIDENT SALT LAKE CITY, UT 84101	S# 3964	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3964) PLEASANT GROVE TOWN CENTER 985 WEST STATE ROAD PLEASANT GROVE, UT	\$4,567.01
173	ANDERSON JOINT VENTURE C/O ELLEN ANDERSON LOGAN TRUSTEE 3929 VILLANOVA STREET DALLAS, TX 75225	S# 4960	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4960) 5001 W HWY 290 AUSTIN, TX	\$6,736.67
174	ANDERSON, CHRISTOPHER ADDRESS ON FILE	59072	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
175	ANN ARBOR DISTRIBUTION 1942 MCGREGOR RD YPSILANTI, MI 48198	55062	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/13/2008	\$26,840.99
176	AON HEWITT CORPORATE EXCHANGE 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069	55069	PAYLESS SHOESOURCE WORLDWIDE, INC.	INSURANCE POLICIES UPDATE TO GROUP HEALTH PLAN AUTHORIZATION DATED 10/15/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
177	APACHE MALL, LLC C/O APACHE MALL ATTN: LAW/LEASE ADM. DEPT 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 4043RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4043RL) APACHE MALL ROCHESTER, MN	\$0.00
178	AQEEL, MAH NOOR ADDRESS ON FILE	58930	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
179	ARAUJO, ANTONIO ADDRESS ON FILE	58934	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
180	ARBON EQUIPMENT CORPORATION 22607 OLD CANAL RD YORBA LINDA, CA 92887	55104	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT ATTACHMENT A STATEMENT OF WORK ORDER NO. 2016 DATED 01/21/2016	\$0.00
181	ARBON EQUIPMENT CORPORATION 22607 OLD CANAL RD YORBA LINDA, CA 92887	55107	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT STATEMENT OF WORK ORDER DATED 09/11/2014	\$0.00
182	ARBON EQUIPMENT CORPORATION 22607 OLD CANAL RD YORBA LINDA, CA 92887	55111	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT STATEMENT OF WORK ORDER NO. _____	\$0.00
183	ARBON EQUIPMENT CORPORATION ATTN: DANIELLE JOHNSON 4361 LATHAM STREET SUITE 150 RIVERSIDE, CA 92501	55068	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/19/2014 PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
184	ARCA INDUTRIAL CORPORATION ROOM 1002 HENGCHANG GARDEN BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	55120	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
185	ARCA INDUSTRIAL CORPORATION (AGENT) ROOM 1002 HENGCHANG GARDEN BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	55132; 55135	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
186	ARCA INDUSTRIAL CORPORATION (AGENT) ROOM 1002 HENGCHANG GARDEN BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	55126	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
187 ARCH SPECIALTY INSURANCE CO. HOME OFFICE ADDRESS: 2345 GRAND LVD. SUITE 900 KANSAS CITY, MO 64108	49564; 49568; 49574; 49576; 49578; 49582; 49586; 49591; 49595; 49596; 49600; 49602; 49606; 49613; 49616; 49618; 49622; 49623; 49626; 49628; 49632; 49636; 49640	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	PROPERTY DIC - CA (PRIMARY) POLICY NUMBER ESP005334904	\$0.00
188 ARCP MT AUSTELL GA LLC C/O AMERICAN REALTY CAPITAL PROPERTIES; 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 5792	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5792) EAST WEST COMMONS SHOPPING CENTER 1757 EAST WEST CONNECTOR AUSTELL, GA	\$4,678.87
189 ARCP MT HOUSTON TX LLC C/O VEREIT INC; ATTN: ASSET MANAGER 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 1477	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1477) ALMEDA CROSSING SHOPPING CENTER 10013 ALMEDA GENOA RD STE G HOUSTON, TX	\$7,273.00
190 ARCSIGHT, INC. 5 RESULTS WAY CUPERTINO, CA 95014	55140	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT END USER LICENSE AGREEMENT DATED 07/10/2009 PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
191	ARD LUFKIN SHOPPING CENTER LLC C/O 312 MANAGEMENT 5918 LOVELL AVENUE FORT WORTH, TX 76107	S# 254	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #254) TOWN SOUTH CENTER 103 N BRENTWOOD DR LUFKIN, TX	\$5,240.00
192	ARGO PRO 225 W WASHINGTON STREET, 24TH FLOOR CHICAGO, IL 60606	49646; 49651; 49655; 49661; 49664; 49671; 49678; 49682; 49686; 49689; 49692; 49696; 49701; 49703; 49707; 49708; 49710; 49713; 49717; 49721; 49726; 49730; 49731	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	CYBER (SECOND EXCESS) POLICY NUMBER XS407451	\$0.00
193	ARGO WOODBURN LLC C/O JP ASSET MANAGEMENT INC 770 TAMALPAIS DRIVE SUITE 401-B CORTE MADERA, CA 94925	S# 978	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #978) MID VALLEY PLAZA 1641 MOUNT HOOD AVE WOODBURN, OR	\$3,597.66
194	ARMSTRONG TEASDALE LLP MISSOURI LAWYER TRUST ACCOUNT 7700 FORSYTH BLVD, STE 1800 ST LOUIS, MO 63131	59198	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 03/29/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
195	ARN K. YOUNGMAN TRUSTEE P.O. BOX 3060 NEWPORT BEACH, CA 92658	S# 580	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #580) GOOD CIRCLE SC 157 E EL CAMINO REAL SUNNYVALE, CA	\$12,149.00
196	ARNESON, JENNIFER ADDRESS ON FILE	58931	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
197	ARNOLD J. SHUSTERMAN OR CAROLYN C. SHUSTERMAN 350 CRAIG DRIVE ORANGE, CA 92869	S# 5244	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5244) 2124 GUNBARREL ROAD CHATTANOOGA, TN	\$6,250.00
198	ARROWHEAD MALL 2005 LLC C/O MCKINLEY INC 501 N MAIN STREET MUSKOGEE, OK 74401	S# 2088	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2088) ARROWHEAD MALL 501 N MAIN ST MUSKOGEE, OK	\$739.78
199	ARTUSA, MICHAEL ADDRESS ON FILE	58752	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
200	ARTUSA, MICHAEL ADDRESS ON FILE	58870	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
201	ARUBA NETWORKS, INC 1344 CROSSMAN AVE., SUNNYVALE, CA 94089	55144	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT EVALUATION AGREEMENT DATED 09/03/2014	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
202 ASCO INTERNATIONAL PTY LTD 3/110 KORTUM DRIVE WEST BURLEIGH, AUSTRALIA	55147	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 04/08/2004	\$0.00
203 ASL DEVELOPERS LLC 2601 HARRISON AVENUE C/O MARTIN AND HUTCHINSON CPA'S EUREKA, CA 95501	S# 5362	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5362) 61545 SOUTH HWY 97 BEND, OR	\$503.49
204 ASPEN SPECIALTY INSURANCE COMPANY 175 CAPITAL BOULEVARD SUITE 300 ROCKY HILL, CT 6067	49395; 49399; 49403; 49735; 49739; 49740; 49744; 49747; 49749; 49750; 49754; 49758; 49759; 49763; 49766; 49769; 49772; 49776; 49780; 49783; 49788; 49792; 49796; 49798	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	PROPERTY DIC - CA (EXCESS) POLICY NUMBER NSM37118	\$0.00
205 ASSISTANCE LEAGUE ALBUQUERQUE PO BOX 35910 ALBUQUERQUE, NM 87176	55188	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/12/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
206	ASSISTANCE LEAGUE ATLANTA 3534 BROAD STREET CHAMBLEE, GA 30341	55194	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/30/2015	\$0.00
207	ASSISTANCE LEAGUE HEMACINTO 180 N. GIRARD STREET HEMET, CA 92544	55195	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/13/2013	\$0.00
208	ASSISTANCE LEAGUE OF ALBUQUERQUE 5211 LOMAS NE ALBURQUERQUE, NM 87110	55202	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AGREEMENT DATED 05/15/2015	\$0.00
209	ASSISTANCE LEAGUE OF AUSTIN 4901 BURNET ROAD AUSTIN, TX 78756-2609	55206	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/02/2013	\$0.00
210	ASSISTANCE LEAGUE OF DENVER 1400 JOSEPHINE ST. DENVER, CO 80206	55210	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/23/2015	\$0.00
211	ASSISTANCE LEAGUE OF GREATER PORTLAND 4000 SW 117TH AVENUE BEAVERTON, OR 97005	55214	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/02/2015	\$0.00
212	ASSISTANCE LEAGUE OF MONTGOMERY COUNTY 126 N. SAN JACINTO CONROE, TX 77301	55218	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/01/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
213	ASSISTANCE LEAGUE OF PHOENIX 9224 N. 5TH STREET PHOENIX, AZ 85020	55225	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/16/2015	\$0.00
214	ASSISTANCE LEAGUE OF TUCSON 1307 N. ALVERNON WAY TUCSON, AZ 85712	55234	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/18/2016	\$0.00
215	ASSISTANCE LEAGUE SANTA CLARITA PO BOX 220145 SANTA CLARITA, CA 91322	55240	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/18/2015	\$0.00
216	ASSISTANCE LEAGUE VENTURA COUNTY 913 E. SANTA CLARA STREET VENTURA, CA 93001	55244	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/19/2015	\$0.00
217	ASSISTANCE LEAGUE 108 UNIVERSITY AVENUE SAN DIEGO, CA 92103	55184	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AGREEMENT	\$0.00
218	ASSISTANCE LEAGUE 1259 VERONICA SPRINGS ROAD SANTA BARBARA, CA 93105	55170	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/13/2015	\$0.00
219	ASSISTANCE LEAGUE 1259 VERONICA SPRINGS ROAD SANTA BARBARA, CA 93105	55173	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/16/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
220	ASSISTANCE LEAGUE 1259 VERONICA SPRINGS ROAD SANTA BARBARA, CA 93105	55176	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/21/2014	\$0.00
221	ASSISTANCE LEAGUE 1259 VERONICA SPRINGS ROAD SANTA BARBARA, CA 93105	55180	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/30/2014	\$0.00
222	ATC GLIMCHER LLC 180 EAST BROAD STREET 21ST FLOOR C/O GLIMCHER PROPERTIES LIMITED PARTNERS COLUMBUS, OH 43215	S# 3416	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3416) ASHLAND TOWN CENTER 500 WINCHESTER AVE STE 660 ASHLAND, KY	\$5,559.17
223	ATKEARNEY, INC. 7 TIME SQUARE NEW YORK, NY 10036	55281	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER STATEMENT OF WORK DATED 08/03/2015	\$0.00
224	ATLASSIAN PTY LTD. C/O ATLASSIAN, INC. ATTN: GENERAL COUNSEL 1098 HARRISON STREET SAN FRANCISCO, CA 94103	55290	PAYLESS SHOESOURCE, INC.	CUSTOMER AGREEMENT CUSTOMER AGREEMENT DATED 07/09/2014	\$0.00
225	ATMOS ENERGY CORP. 5430 LBJ FREEWAY SUITE 500 DALLAS, TX 75240	55295	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/23/2013	\$0.00
226	AUBURN ASSOCIATES LLC C/O G & A GROUP INC. 215 W. CHURCH RD. SUITE 107 KING OF PRUSSIA, PA 19406	S# 6374	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6374) AUBURN PLAZA 217 GRANT AVENUE AUBURN, NY	\$5,791.90

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
227	AUDUBON VENTURES LLC C/O WOLFSON GROUP INC. MEETINGHOUSE BUSINESS CTR 120 W GERMANTO PLYMOUTH MEETING, PA 19462	S# 554	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #554) AUDUBON CROSSING 130 BLACKHORSE PIKE AUDUBON, NJ	\$5,646.04
228	AURORA GROUP 16F., NO. 2, SEC. 5, XINYI RD. XINYI DIST. TAIPEI, TAIWAN	39630	DYNAMIC ASSETS LIMITED	MULTIPLE FUNCTION COPY MACHINE DATED 1/1/2016	\$0.00
229	AURORA GROUP 16F., NO. 2, SEC. 5, XINYI RD. XINYI DIST. TAIPEI, TAIWAN	39623	COLLECTIVE BRANDS LOGISTICS, LIMITED	MULTIPLE FUNCTION COPY MACHINE DATED 1/1/2016	\$0.00
230	AUTOMIC SOFTWARE INC. 14475 NE 24TH STREET, SUITE 210 BELLEVUE, WA 98007	55302	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE MAINTENANCE UPDATE FORM DATED 12/27/2016	\$0.00
231	AUTOMIC SOFTWARE INC. 14475 NE 24TH STREET, SUITE 210, BELLEVUE, WA 98007	55297	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT ORDER FORM DATED 07/13/2016	\$25,744.31
232	AUTOMIC SOFTWARE INC. 14475 NE 24TH STREET, SUITE 210, BELLEVUE, WA 98007	55300	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT ORDER FORM DATED 10/30/2014	\$0.00
233	AVAAP USA LLC 510 THORNALL STREET SUITE 250 EDISON, NJ 08837	49304	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 4/24/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
234 AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	54835	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT ORDER FORM DATED 11/14/2014	\$0.00
235 AVENTION SERVICE SUBSCRIPTION AGREEMENT 300 BAKER AVENUE CONCORD, MA 01742	55358	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AVENTION SERVICE SUBSCRIPTION AGREEMENT DATED 04/02/2014	\$0.00
236 AXIS INSURANCE COMPANY 11680 GREAT OAKS WAY, SUITE 500 ALPHARETTA, GA 30022	49406; 49407; 49412; 49415; 49419; 49422; 49425; 49428; 49431; 49434; 49437; 49442; 49446; 49448; 49452; 49454; 49458; 49461; 49464; 49468; 49472; 49474; 49479; 49482; 49486; 49490; 49493; 49497; 49501	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	D&O TAIL POLICY (EXCESS) POLICY NUMBER TIED TO MCN769915/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
237 AXIS INSURANCE COMPANY 11680 GREAT OAKS WAY, SUITE 500 ALPHARETTA, GA 30022	49505; 49509; 49512; 49514; 49522; 49524; 49527; 49531; 49534; 49541; 49545; 49549; 49553; 49557; 49560; 49563; 49567; 49570; 49573; 49579; 49583; 49587; 49590; 49593; 49597; 49601; 49605; 49609; 49612	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	DIRECTORS & OFFICERS LIABILITY (SECOND EXCESS) POLICY NUMBER MCN769915/01/2016	\$0.00
238 AZADEA TRADING LIMITED ATTN: SAID GHALEB DAHER UNITED NATION STREET AZADEA HEADQUARTERS JNAH, BEIRUT, LEBANON	55363	PAYLESS INTERNATIONAL FRANCHISING, LLC	FRANCHISEE AGREEMENT COMMERCIAL TERMS SHEET DATED 06/27/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
239	AZEETA - R LLC 216-16 28TH ROAD BAYSIDE, NY 11360	S# 6224	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6224) 14336 EUREKA ROAD SOUTHGATE, MI	\$3,179.25
240	AZIZI, HAFIZULLAH ADDRESS ON FILE	58647	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
241	B&B FOOTWEAR C/O ROBERT KEELY 2330 PONTIUS AVE, SUITE 101 LOS ANGELES, CA 90064	55371	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT DATED 12/23/2013	\$0.00
242	B&B FOOTWEAR 2330 PONTIUS AVE., SUITE 101 LOS ANGELES, CA 90064	55368	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/23/2013	\$0.00
243	B&B FOOTWEAR 2330 PONTIUS AVENUE, SUITE 101 LOS ANGELES, CA 90064	55366	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 01/29/2014	\$0.00
244	B&B ORIGINALS, INC. 1760 NW 23RD STREET MIAMI, FL 33142	55375	PAYLESS SHOESOURCE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 08/25/1993	\$0.00
245	B&B ORIGINALS, LTD. C/O ROBERT BLANCO, PRESIDENT 350 FIFTH AVE, SUITE 821 NEW YORK, NY 10118	55378	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/22/2002	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
246	BA MERCHANT SERVICES (BAMS) 1307 WALT WHITMAN ROAD ATTN: EXECUTIVE VICE PRESIDENT OPERATIONS MELVILLE, NY 11747	54961	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT AMENDMENT NO. 4 TO DEBIT CARD AGREEMENT DATED 08/06/2013	\$0.00
247	BA MERCHANT SERVICES (BAMS) 1307 WALT WHITMAN ROAD ATTN: EXECUTIVE VICE PRESIDENT OPERATIONS MELVILLE, NY 11747	54963	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/23/2013	\$0.00
248	BACELINE VALUE FUND I UNIVERSITY PLAZA LLC 1391 SPEER BLVD SUITE 800 C/O BVFI UNIVERSITY PLAZA LLC DENVER, CO 80204	S# 847	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #847) 3421 N UNIVERSITY ST PEORIA, IL	\$3,988.67
249	BACK:US AGENCY, INC 2500 NORTH 24TH STREET PHOENIX, AZ 85008	49299	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK DATED 1/24/2017	\$28,150.00
250	BADDAOU, MORAD ADDRESS ON FILE	58985	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
251	BAINBRIDGE SHOPPING CENTER II LLC 1851 W INDIANTOWN ROAD SUITE 101 C/O MPG PROPERTY GROUP JUPITER, FL 33458	S# 625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #625) MARKET PLACE SC 7715 MARKETPLACE DR AURORA, OH	\$3,333.33
252	BAKER & MCKENZIE LLP- ATTN: SAMUEL G. KRAMER 300 EAST RANDOLPH STREET SUITE 5000 CHICAGO, IL 60601	54969	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT RE: MASTER CONTRACT MANUFACTURING AGREEMENT-MATTER NO. 11108 DATED 07/20/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
253	BAKER MCKENZIE 300 EAST RANDOLPH STREET SUITE 5000 CHICAGO, IL 60601	59280	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
254	BAKER, TYLER ADDRESS ON FILE	58651	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
255	BALI, SHALEEN ADDRESS ON FILE	58793	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
256	BALLET THEATRE FOUNDATION, INC. 890 BROADWAY NEW YORK, NY 10003	54976	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MARKETING AND LICENSE AGREEMENT DATED 02/01/2013	\$0.00
257	BALLET THEATRE FOUNDATION, INC. 890 BROADWAY, ATTN: MS. RACHEL PIVNICK, CFO NEW YORK, NY 10003	72294	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT ONE TO MARKETING AND LICENSE AGREEMENT BETWEEN PAYLESS SHOESOURCE AND BALLET THEATRE FOUNDATION AMENDS TERRITORY TO INCLUDE BARBADOS AND SOUTH KOREA, AND SECT 12(A) REGARDING ROYALTIES	\$0.00
258	BALLET THEATRE FOUNDATION, INC. 890 BROADWAY, ATTN: MS. RACHEL PIVNICK, CFO NEW YORK, NY 10003	72296	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TWO TO MARKETING AND LICENSE AGREEMENT BETWEEN PAYLESS SHOESOURCE AND BALLET THEATRE FOUNDATION AMENDS TERRITORY TO INCLUDE AUSTRALIA	\$0.00
259	BALLET THEATRE FOUNDATION, INC. 890 BROADWAY, ATTN: MS. RACHEL PIVNICK, CFO NEW YORK, NY 10003	54981	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MARKETING AND LICENSE AGREEMENT DATED 02/01/2013 PLUS AMENDMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
260	BALLET THEATRE FOUNDATION, INC. C/O RACHEL PIVNICK, CFO 890 BROADWAY NEW YORK, NY 10003	55002	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT LETTER OF INTENT DATED 04/25/2006	\$0.00
261	BALLYHOO, INC. 3601 SW 29TH STREET SUITE 127 TOPEKA, KS 66614	54984	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT DATED 03/26/2014	\$0.00
262	BALSAMO, JOHN G. ADDRESS ON FILE	58764	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
263	BALSAMO, JOHN G. ADDRESS ON FILE	58872	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
264	BANISTER, STACEY ADDRESS ON FILE	54988	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 04/05/2013	\$0.00
265	BANISTER, STACEY ADDRESS ON FILE	54992	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 06/12/2009	\$0.00
266	BANJO PROPERTIES LLC 212 MCINNIS STREET PETAL, MS 39465	S# 5523	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5523) 53 LAKEWOOD DRIVE HATTIESBURG, MS	\$3,955.31

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
267	BANK OF AMERICA, N.A. ATTN: OPERATIONS MANAGER 1231 DURRELT LANE LOUISVILLE, KY 40213	54995	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT AMENDMENT NO. 4 TO DEBIT CARD AGREEMENT DATED 08/06/2013	\$0.00
268	BANK OF AMERICA, N.A. ATTN: OPERATIONS MANAGER 1231 DURRELT LANE LOUISVILLE, KY 40213	54999	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/23/2013	\$0.00
269	BANNISTER, STACEY ADDRESS ON FILE	55004	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 07/16/2012	\$0.00
270	BANNISTER, STACEY ADDRESS ON FILE	55007	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 09/26/2011	\$0.00
271	BANNISTER, STACEY ADDRESS ON FILE	55011	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 03/01/2011	\$0.00
272	BANNISTER, STACEY ADDRESS ON FILE	55015	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING AGREEMENT DATED 06/25/2013 PLUS AMENDMENTS	\$0.00
273	BAO SHEN PAPER & PLASTIC PRODUCT CO. LTD. 68# XIAO TANG ROAD, JIANGGAO TOWN, BAIYUN DISTRICT GUANGZHOU CITY, P.R.C, 510450 CHINA	55019	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT PRICING AGREEMENT DATED 01/01/2015	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
274	BARABASH, ANDREA ADDRESS ON FILE	59134	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
275	BARIKI, SAID ADDRESS ON FILE	58832	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
276	BARKLEY, INC. 1740 MAIN STREET ATTN: VICKI STUCKWISCH, COO & CFO KANSAS CITY, MO 64108	55037	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/01/2011 PLUS STATEMENTS OF WORK	\$0.00
277	BARKLEY, INC. 1740 MAIN STREET ATTN: VICKI STUCKWISCH, COO/CFO KANSAS CITY, MO 64108	55041	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 03/02/2010 PLUS STATEMENTS OF WORK	\$0.00
278	BARKLEY, INC. AMY LOTH ALLEN CHIEF LEGAL COUNSEL/EVP HUMAN RESOURCES 1740 MAIN STREET KANSAS CITY, MO 64108	55023	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NON-DISCLOSURE AGREEMENT DATED 02/01/2016	\$0.00
279	BARKLEY, INC. ATTN. AMY LOTH ALLEN, CHIEF LEGAL COUNSEL/EVP HUMAN RESOURCES 1740 MAIN STREET KANSAS CITY, MO 64108	55034	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/01/2016	\$0.00
280	BARKLEY, INC. BARKLEY, INC. ATTN: VICKI STUCKWISCH, COO/CFO 1740 MAIN STREET KANSAS CITY, MO 64108	55030	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT EXHIBIT "B" IT REQUIREMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
281	BARLEY SQUARE PARTNERS LP C/O MIMCO INC 6500 MONTANA EL PASO, TX 79925	S# 1440	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1440) ALEMEDE AMERICAS CENTER 9417 ALEMEDA AVE EL PASO, TX	\$5,533.38
282	BARTER WORLDWIDE LTD E.S. ORIGINALS INC 450 W. 33RD NEW YORK, NY 10001	55044	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
283	BARTLETT & WEST, INC 1200 SW EXECUTIVE DRIVE TOPEKA, KS 66615	55049	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE DATED 06/24/2015	\$0.00
284	BARTON CENTRE GP LTD IN ITS CAPACITY AS GP OF BARTON CENTRE L 40 UNIVERSITY AVE SUITE 1200; C/O TRIOVE TORONTO, ON M5J 1T1 CANADA	S# 5816	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5816) CENTRE MALL 1241 BARTON STREET EAST HAMILTON, ON	\$1,669.98
285	BARTON INVESTMENT LLC C/O THOMAS B. HORNE 367 WEST 900 NORTH SALT LAKE CITY, UT 84103	S# 128	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #128) 425 N HOLMES AVE IDAHO FALLS, ID	\$1,700.00
286	BARTOW ASSOCIATES LLC 1701 N. FEDERAL HIGHWAY SUITE 4 C/O SUMMIT REALTY LEASING & MANAGEMENT BOCA RATON, FL 33432-1909	S# 229	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #229) 1260 N BROADWAY AVE BARTOW, FL	\$0.00
287	BASCH & RAMEH RUA DA CONSOLAÇÃO Nº 3741 - 13º ANDAR SÃO PAULO, 01416-001 BRAZIL	59281	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
288	BATA BRANDS AVENUE DE RHODANIE 70 CH-1007 LAUSANNE, SWITZERLAND	55059	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT DATED 07/05/2016	\$0.00
289	BAY SALES CO. 22 WEST 32ND STERET, 16TH FLOOR NEW YORK, NY 10001	55063	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/04/2013	\$0.00
290	BAYSHORE SHOPPING CENTRE LIMITED AND KSBAYSHORE INC 95 WELLINGTON STREET WEST SUITE 300 ATTN: LEGAL AFFAIRS DEPT TORONTO, ON M5J 2R2 CANADA	S# 6996	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6996) BAYSHORE SC 100 BAYSHORE DR NEPEAN, ON	\$4,203.64
291	BAZZONI, GIORDANA ADDRESS ON FILE	58650	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
292	BBC INTERNATIONAL INC 1515 N. FEDERAL HWY. SUITE 206 BOCA RATON, FL 33432	55066	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/01/2004	\$0.00
293	BBC INTERNATIONAL LLC 1515 N. FEDERAL HWY., SUITE 206 BOCA RATON, FL 33432	55070	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
294	BBC INTERNATIONAL LLC 1515 NORTH FEDERAL HIGHWAY #206 BOCA RATON, FL 33432	55074	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FACILITY AND MERCHANDISE AUTHORIZATION DATED 06/07/2012	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
295	BBC INTERNATIONAL LTD. 19 WEST 34TH ST. NEW YORK, NY 10001	55078	PAYLESS SHOESOURCE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 11/01/1996	\$0.00
296	BBC INTERNATIONAL, LTD 1515 N. FEDERAL HIGHWAY SUITE 206 BOCA RATON, FL 33432	55088	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 11/01/2000	\$0.00
297	BBC INTERNATIONAL, LTD. 1515 N. FEDERAL HIGHWAY, SUITE 206 BOCA RANTON, FL 33432	55090	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/01/1996	\$0.00
298	BCIMC REALTY CORPORATION C/O BENTALL KENNEDY (CANADA) LP 65 PORT STREET EAST UNIT 110 MISSISSAUGA, ON L5G 4V3 CANADA	S# 6901	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6901) CLOVERDALE MALL 250 THE EAST MALL ETOBICOKE, ON	\$2,940.87
299	BCIMC REALTY CORPORATION C/O BENTALL KENNEDY (CANADA) LP SUITE 150 19705 FRASER HIGHWAY LANGLEY, BC V3A 7E9 CANADA	S# 5894	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5894) WILLOWBROOK SHOPPING CENTRE 19705 FRASER HWY LANGLEY, BC	\$2,256.14
300	BCNY INTERNATIONAL INC 25 NEWBRIDGE RD SUITE 405 HICKSVILLE, NY 11801	55093	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
301	BDC LODI PLAZA L.P. 1556 PARKSIDE DRIVE ATTN: DARRYL BROWMAN WALNUT CREEK, CA 94596	S# 2764	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2764) 2309 W KETTLEMAN LANE SUITE 104 LODI, CA	\$9,972.61

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
302	BEAVEX INCORPORATED 2120 POWERS FERRY ROAD SE, SUITE 300 ATLANTA, GA 30339	55108	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/01/2017	\$0.00
303	BEAVEX INCORPORATED 2120 POWERS FERRY ROAD, SUITE 300 ATLANTA, GA 30339	55112	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/28/2016	\$0.00
304	BEAVEX INCORPORATED 3715 NORTHSIDE {ARKWAY NW STE 300NORTHEREK BUILDING 200 ATLANTA, GA 30327	55103	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/10/2014	\$0.00
305	BEAVEX 3715 NORTHSIDE PARKWAY NW STE 300, NORTHCREEK BUILDING 200 ATLANTA, GA 30327	55099	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 06/21/2015	\$0.00
306	BEAVEX, INCORPORATED 3715 NORTHSIDE PARKWAY NW STE 300, NORTHCREEK BUILDING 200 ATLANTA, GA 30327	55114	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/10/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
307 BEAZLEY USA SERVICES, INC 30 BATTERSON PARK ROAD FARMINGTON, CT 6032	49617; 49621; 49625; 49630; 49634; 49638; 49641; 49645; 49648; 49652; 49656; 49659; 49663; 49670; 49673; 49675; 49679; 49685; 49688; 49691; 49695; 49700; 49705	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	CYBER (PRIMARY) POLICY NUMBER W1C0D9160101	\$0.00
308 BEDFORD LAND COMPANY 926 BOARDMAN-POLAND ROAD BOARDMAN, OH 44512	S# 6575	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6575) BEDFORD SQUARE SC 40 BEDFORD SQUARE SC EVERETT, PA	\$2,010.16
309 BEDI, HARMANJEET ADDRESS ON FILE	58798	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
310 BEEDIE DEVELOPMENT LP 3030 GILMORE DIVERSION BURNABY, BC V5G 3B4 CANADA	S# 6949	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6949) KINGSGATE MALL 370 EAST BROADWAY VANCOUVER, BC	\$1,773.34

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
311	BEELINE IMPORT AND SERVICES, LLC MANAGING DIRECTOR 1075 PEACHTREE STREET, NE SUITE 3250 ATLANTA, GA 30309	55118	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 08/21/2015	\$0.00
312	BEER, SARAH ADDRESS ON FILE	55123	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT NON COMPETITION AND COMPANY WORK-PRODUCT AGREEMENT DATED 09/06/2016	\$0.00
313	BEER, SARAH ADDRESS ON FILE	58735	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
314	BEITLER LOGISTICS SERVICES 3379 STAFFORD STREET PITTSBURG, PA 15204	55127	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/27/2014	\$29,031.79
315	BELL CANADA CASE POSTALE 8712 SUCC CENTRE VILLE MONTREAL, QC H3C3P6 CANADA	55143	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT MASTER COMMUNICATIONS AGREEMENT	\$0.00
316	BELL CANADA CASE POSTALE 8712 SUCC CENTRE VILLE MONTREAL, QC H3C3P6 CANADA	55148	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT SERVICE SCHEDULE TO MASTER COMMUNICATION AGREEMENT DATED 05/23/2014	\$0.00
317	BELL CANADA CASE POSTALE 8712 SUCC CENTRE VILLE MONTREAL, QC H3C3P6 CANADA	55151; 55155	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT SERVICE SCHEDULE TO MASTER COMMUNICATIONS AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
318	BELL, AMY ADDRESS ON FILE	58935	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
319	BELLMORE HOLDCO LLC C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK SUITE 100 NEW HYDE PARK, NY 11042-0020	S# 5296	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5296) 2410 MERRICK RD BELLMORE, NY	\$9,244.90
320	BELLOWS, SHERI ADDRESS ON FILE	58919	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
321	BELLSOUTH TELECOMMUNICATIONS, INC. AT&T, INC. 1155 PEACHTREE ST NE ATLANTA, GA 30309	55158	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM AGREEMENT DATED 09/27/2008	\$0.00
322	BENARD, BERNICE ADDRESS ON FILE	59136	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
323	BENEDICTO, EM-EM ADDRESS ON FILE	58653	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
324	BENEPLACE P.O. BOX 203550 AUSTIN, TX 78720	55162	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NON DISCLOSURE AGREEMENT DATED 08/11/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
325	BENEPLACE, INC. P.O. BOX 203550 AUSTIN, TX 78720	55167	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT NATIONAL PROVIDER AGREEMENT DATED 10/21/2015	\$525.00
326	BENNETT, CASSANDRA ADDRESS ON FILE	59139	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
327	BENOIT, SEAN ADDRESS ON FILE	55174	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2008	\$0.00
328	BENTALL KENNEDY (CANADA) LP ITF 600 DE MAISONNEUVE LTD C/O BENTALL KENNEDY (CANADA) LP 600 DE MAISONNEUVE BLVD SUITE 510 MONTREAL, QC H3A 3J2 CANADA	S# 5941	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5941) PROMENADES DE LA CATHEDRALE 625 RUE STE CATHERINES W MONTREAL, QC	\$0.00
329	BEREZUK, THERESA ADDRESS ON FILE	58939	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
330	BERKEMEYER ATTORNEYS & COUNSELORS BENJAMIN CONSTANT 835 ASUNCION, PARAGUAY	59245	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
331	BERKSHIRE FASHIONS, INC 420 5TH AVENUE 28TH FLOOR NEW YORK, NY 10018	55185	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 06/20/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
332	BERLAV ASSOCIATES 34 BUICK AVENUE MILFORD, CT 06460	S# 5021	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5021) 51-57 BOSTON AVENUE BRIDGEPORT, CT	\$10,677.08
333	BERNARD, CHERI L. ADDRESS ON FILE	59040	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
334	BERNARDO FOOTWEAR, LLC 809 MEANDER COURT MEDINA, MN 55340	55190	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/29/2006	\$0.00
335	BERTUCCI, MICHELLE ADDRESS ON FILE	59140	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
336	BERUBE, PIERRE ADDRESS ON FILE	58835	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
337	BEST PARAMOUNT INTERNATIONAL LIMITED 401 HAMBURG TURNPIKE SUITE 305 WAYNE, NJ 7470	55193	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 07/12/2010	\$0.00
338	BETAFAC INDUSTRIES LTD 2005 WALTON ROAD ST. LOUIS, MO 63114	55196	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00

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339	BETHEL ASHLAND 209 CENTER STREET ASHLAND, OH 44805	55201	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/06/2014	\$0.00
340	BEVERLEY V ARTHUR; JOEL D ARTHUR AS TRUSTEE OF THE VOWEL EXEMPT CHILD'S TRUST 16005 N 35TH DRIVE PHOENIX, AZ 85053	S# 4584	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4584) 3690 S EL CAMINO REAL SAN MATEO, CA	\$14,155.63
341	BFL CANADA RISK & INSURANCE SERVICES INC. 181 UNIVERSITY AVE, STE 1700 TORONTO, ON M5H 3M7 CANADA	55205; 55209	PAYLESS SHOESOURCE CANADA GP INC.; PSS CANADA, INC.	INSURANCE POLICIES CERTIFICATE OF AUTOMOBILE INSURANCE DATED 01/02/2017	\$0.00
342	BILLINGSLEY, KIMBERLEY ADDRESS ON FILE	58838	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
343	BIM NORTH HILL INC & WESTPEN NORTH HILL LP C/O BENTALL KENNEDY CANADA LP 1632 - 14 AVENUE NW SUITE 1665 CALGARY, AB T2N 1M7 CANADA	S# 5879	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5879) NORTH HILL SHOPPING CENTER 1632 14TH AVE NORTH CALGARY, AB	\$1,303.91
344	BIOWORD MERCHANDISING INC. 2111 W. WALNUT HILL LANE IRVING, TX 75038	55212	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/18/2015	\$0.00
345	BIOWORLD MERCHANDISING, INC 211 W. WALNUT HILL LN IRVING, TX 75038	55216	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/25/2015	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
346	BIRDVILLE ISD COUNCIL OF PTAS 6125 EAST BELKNAP HALTOM CITY, TX 76117	55219	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/27/2014	\$0.00
347	BISHOP SULLIVAN CENTER 6435 TRUMAN ROAD KANSAS CITY, MO 64126	55223	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/19/2014	\$0.00
348	BISON TRANSPORT 1001 SHERWIN RD WINNIPEG, MB R3H 0T8 CANADA	55227	PAYLESS SHOESOURCE, INC.	LOGISTICS CONTRACT TRANSPORTATION SERVICE AGREEMENT FOR LINE HAUL TRANSPORTATION SERVICE DATED 01/15/2004	\$0.00
349	BISON TRANSPORT 1001 SHERWIN ROAD WINNIPEG MANITOBA, MB R3H0T8 CANADA	55233	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 01/15/2004	\$0.00
350	BIVENS, AARON ADDRESS ON FILE	59085	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
351	BLACKSTONE GROUP-DIRKSEN L.L.C. ONE LAWRENCE SQUARE SPRINGFIELD, IL 62704	S# 849	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #849) 2500 N DIRKSEN PARKWAY SPRINGFIELD, IL	\$5,020.00
352	BLAKE, CASSELS & GRAYDON LLP 199 BAY STREET SUITE 4000 TORONTO, ON M5L 1A9 CANADA	59246	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
353	BLANCHARD, MATTHEW ADDRESS ON FILE	59142	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
354	BLANCHARD, REBECCA ADDRESS ON FILE	59144	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
355	BLEIK, MONA ADDRESS ON FILE	58658	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
356	BLOOMINGDALE COURT LLC C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 3566	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3566) BLOOMINGDALE COURT 320 W ARMY TRAIL RD STE 100 BLOOMINGDALE, IL	\$7,533.37
357	BLUE ACORN, INC. 145 WILLIMAN STREET CHARLESTON, SC 29403	55247; 72218; 72219	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER SERVICES AGREEMENT DATED 11/23/2016	\$12,381.25
358	BLUE HARBOR 1800 S.W. 1ST AVENUE SUITE 180 PORTLAND, OR 97201	55250	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/11/2016	\$0.00
359	BLUE HARBOR 1800 S.W. 1ST AVENUE SUITE 180 PORTLAND, OR 97201	55253	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/19/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
360	BLUECORE (TRIGGERMAIL, INC.) 124 RIVINGTON ST NEW YORK, NY 10002	55261	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 03/11/2015	\$0.00
361	BLUECORE 124 RIVINGTON STREET NEW YORK, NY 10002	55258	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT STATEMENT OF WORK DATED 05/16/2015	\$0.00
362	BLUECORE, INC. 124 RIVINGTON ST. NEW YORK, NY 10002	55266	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT PLATFORM MASTER SERVICES AGREEMENT DATED 05/05/2015	\$0.00
363	BLVDCON LLC 7978 COOPER CREEK BLVD SUITE 100 C/O BENDERSON DEVEL CO LLC; ATTN: LEGAL UNIVERSITY PARK, FL 34201	S# 1690	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1690) 1593 NIAGARA FALLS BLVD SUITE 350 AMHERST, NY	\$7,079.32
364	BMC SOFTWARE DISTRIBUTION, INC. 2101 CITYWEST BLVD HOUSTON, TX 77042	55279	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ENTERPRISE LICENSE ORDER DATED 03/28/2008	\$0.00
365	BMC SOFTWARE DISTRIBUTION, INC. 2101 CITYWEST BLVD HOUSTON, TX 77042-2827	55276	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AND SUPPORT AGREEMENT DATED 02/22/2000 PLUS AMENDMENTS	\$0.00
366	BMC SOFTWARE DISTRIBUTION, INC. 2101 CITYWEST BLVD. HOUSTON, TX 77042	55272	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE AND LICENSE SUPPORT AGREEMENT DATED 02/22/2000	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
367	BMC SOFTWARE DISTRIBUTION, INC. 2101 CITY WEST BLVD HOUSTON, TX 77042	55282	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ENTERPRISE LICENSE ORDER DATED 02/29/2008	\$0.00
368	BODESTER LLC CAB STENGEL FIELD LAND TRUST - C/O BUTLE 3217 SW 35TH BLVD GAINESVILLE, FL 32608	S# 1780	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1780) BUTLER PLAZA NORTH 3965 PLAZA BLVD SUITE 50 GAINESVILLE, FL	\$15,358.98
369	BOGOLIN, COURTNEY ADDRESS ON FILE	58802	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
370	BON APETIT MANAGEMENT COMPANY C/O DAVID TOAY 1701 AMERICAN BOULEVARD E., SUITE #8 MINNEAPOLIS, MN 55044	55287	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/08/2015	\$0.00
371	BON APETIT MANAGEMENT COMPANY C/O DAVID TOAY 1701 AMERICAN BOULEVARD E., SUITE #8 MINNEAPOLIS, MN 55044	55291	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/09/2013	\$0.00
372	BONADIO, DOMINIC ADDRESS ON FILE	59052	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
373	BONADIO, DOMINIC ADDRESS ON FILE	59164	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
374	BONADIO, DOMINIC ADDRESS ON FILE	59077	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
375	BONDI STYLE LIMITED 826 MAJOREA PLACE LOS ANGELES, CA 90049	55306	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 03/29/2013	\$0.00
376	BONDI STYLE LIMITED 826 MAJOREA PLACE LOS ANGELES, CA 90049	55308	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MASTER PURCHASE AGREEMENT AND NONDISCLOSURE AGREEMENT DATED 01/16/2014	\$0.00
377	BONIUK INTERESTS LTD 1111 HERMANN DRIVE SUITE 29E HOUSTON, TX 77004	S# 25	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #25) CENTERVILLE/CROSSROADS CENTER 1202 W CENTERVILLE RD # A GARLAND, TX	\$3,628.00
378	BONNIE DOON SHOPPING CENTRE (HOLDINGS) LTD. C/O MORGUARD INVESTMENTS LIMITED SUITE 800 - 55 CITY CENTRE DRIVE ATTN: VICE-PRESIDENT RETAIL PROPERTY MA MISSISSAUGA, ON L5B 1M3 CANADA	S# 5935	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5935) BONNIE DOON SHOPPING CENTRE 82ND AVE/83D ST EDMONTON, AB	\$1,627.92
379	BOOSE, MARY E. ADDRESS ON FILE	59031	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
380	BORDEAU IMMIGRATION LAW LLC 9303 W 75TH STREET; STE 210 OVERLAND PARK, KS 66204-2270	59247	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
381	BORGATA HOTEL CASINO & SPA 1 BORGATA WAY ATLANTIC CITY, NJ 8401	55316	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/08/2014	\$0.00
382	BOTTINEAU, BURKE, MCHENRY, MOUNTRAIL, PIERCE, RENVILLE, NERD 2020 8TH AVENUE SE MINOT, ND 58701	55319	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/15/2014	\$0.00
383	BOUCHARD, CHRIS ADDRESS ON FILE	58669	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
384	BOULERICE, RACHEL ADDRESS ON FILE	58842	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
385	BOURQUIN, JARED ADDRESS ON FILE	59075	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
386	BOUVIER, NICOLE ADDRESS ON FILE	58846	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
387	BOWERS FAMILY PARTNERS LLC 461 CHESLEY AVENUE MOUNTAIN VIEW, CA 94040	S# 3355	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3355) BOWERS CORNERS 2801 EL CAMINO REAL SANTA CLARA, CA	\$13,280.13

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
388	BOWES, BRITTNEY ADDRESS ON FILE	58673	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
389	BOWIN, KELLI ADDRESS ON FILE	58698	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
390	BOWIN, KELLI ADDRESS ON FILE	58923	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
391	BOYNTON BEACH MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 5127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5127) BOYNTON BEACH MALL 801 N CONGRESS AVE BOYNTON BEACH, FL	\$3,985.87
392	BRADENTON ASSOCIATES COMPANY LLC 600 N. WESTSHORE BLVD SUITE 600 C/O FRANKLIN STREET MANAGEMENT SERVICES TAMPA, FL 33609	S# 302	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #302) CORTEZ PLAZA 641 CORTEZ RD W BRADENTON, FL	\$4,355.00
393	BRAINWORKS 139 SOUTH STREET SUITE 104 NEW PROVIDENCE, NJ 7974	51618	PAYLESS SHOESOURCE WORLDWIDE, INC.	RETAINED RECRUITING ARRANGEMENT DATED 11/16/2016	\$0.00
394	BRAKEFIRE INCORPORATED D/B/A SILCO FIRE & SECURITY BOX 44035 COLUMBUS, OH 43204	55322	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/14/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
395	BRAKEFIRE INCORPORATED D/B/A SILCO FIRE & SECURITY BOX 44035 COLUMBUS, OH 43204	55327	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 03/25/2015	\$0.00
396	BRANDING BRAND 2313 E. CARSON STREET PITTSBURG, PA 15203	72233	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SUBSCRIPTION AGREEMENT	\$0.00
397	BRASH BELIEF LTD CO 6075 CABOTAGE RD DULUTH, GA 30097-8476	55329	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 02/26/2015	\$0.00
398	BRAZOS TC PARTNERSHIP A LP 8827 W. SAM HOUSTON PARKWAY NORTH SUITE ATTN: LEGAL DEPARTMENT HOUSTON, TX 77040	S# 1278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1278) BRAZOS TOWN CENTER 24820 COMMERCIAL DR ROSENBERG, TX	\$9,832.89
399	BRE DDR BR CAMP CREEK GA LLC C/O DDR CORP; ATTN: EXECUTIVE VP-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 2003	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2003) CAMP CREEK MARKETPLACE 3662 MARKET PLACE BLVD EAST POINT, GA	\$8,575.88
400	BRE DDR BR FAIRLANE MI LLC C/O DDR CORP; ATTN: EXECUTIVE VP-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 3513	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3513) FAIRLANE GREEN SHOPPING CENTER 3280 FAIRLANE DR ALLEN PARK, MI	\$8,917.11
401	BRE DDR CARILLON PLACE LLC C/O DDR CORP 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 4884	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4884) CARRILON PLAZA 5072 AIRPORT ROAD NORTH NAPLES, FL	\$11,539.44

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
402	BRE DDR CROCODILE FALCON RIDGE TOWN CENTER I LLC C/O DDR CORP; ATTN: EXECUTIVE VICE PRES 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 3429	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3429) FALCON RIDGE TOWN CENTER 15268 SUMMIT AVE FONTANA, CA	\$11,098.98
403	BRE RC FIRST COLONY MD LLC C/O EXCEL TRUST LP ATTN: GENERAL COUNSEL 307 FELLOWSHIP ROAD SUITE 116 MT LAUREL, NJ 08054	S# 5797	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5797) FIRST COLONY SHOPPING CENTER 45135 FIRST COLONY WAY CALIFORNIA, MD	\$7,603.84
404	BRE RC LOUETTA CENTRAL TX LP EXCEL TRS RC MANAGEMENT LLC; C/O EXCEL T 307 FELLOWSHIP ROAD SUITE 116 MOUNT LAUREL, NJ 08054	S# 2147	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2147) LOUETTA CROSSING 20530 I 45 NORTH SPRING, TX	\$5,205.63
405	BRE RC LOYAL PLAZA PA LP C/O BLACKSTONE REAL ESTATE PARTNERS 345 PARK AVENUE NEW YORK, NY 10154	S# 4054	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4054) LOYAL PLAZA 1871 E 3RD ST WILLIAMSPORT, PA	\$5,067.66
406	BRE RC YORK MP PA LP C/O EXCEL TRUST LP; ATTN: GENERAL COUNS 307 FELLOWSHIP ROAD SUITE 116 MT LAUREL, NJ 08054	S# 1554	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1554) YORK MARKETPLACE 2539 E MARKET ST YORK, PA	\$3,019.96
407	BRE RETAIL RESIDUAL OWNER I LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1072	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1072) WESTERN HILLS PLAZA 6180 GLENWAY AVE BLDG F CINCINNATI, OH	\$11,565.06
408	BREEAAD INTERNATIONAL, INC. 9 WOODLANDS C/O GUY MORRIS BRONXVILLE, NY 10708	S# 4371	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4371) 1574 PITKIN AVE BROOKLYN, NY	\$13,900.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
409	BRENNAN_MCBRIDE, VANESSA ADDRESS ON FILE	58989	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
410	BRENTWOOD COMMONS STATION LLC 11501 NORTHLAKE DRIVE C/O PHILLIPS EDISON & COMPANY LTD CINCINNATI, OH 45249	S# 4411	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4411) BRENTWOOD COMMONS 1057 S YORK RD BENSENVILLE, IL	\$2,652.00
411	BRIANYAK INC. DBA GUTCHECK 633 17TH ST. SUITE 1300 ATTN: CONTRACTS MANAGER DENVER, CO 80202	55333	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 04/02/2015	\$0.00
412	BRIDGEWATER FALLS STATION LLC 31500 NORTHWESTERN HIGHWAY SUITE 300 C/O RAMCO-GERSHENSON PROPERTIES LP FARMINGTON HILLS, OH 48334	S# 6208	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6208) BRIDGEWATER FALLS SC 3417 PRINCETON RD HAMILTON, OH	\$8,676.15
413	BRIGHT PAR 3 ASSOCIATES LP C/O FLETCHER BRIGHT COMPANY 537 MARKET STREET SUITE 400 CHATTANOOGA, TN 37402	S# 312	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #312) BRAINARD MARKET CENTER 480 GREENWAY VIEW DRIVE CHATTANOOGA, TN	\$4,144.22
414	BRIGHT-MEYERS KENNESAW ASSOCIATES L.P. C/O FLETCHER BRIGHT COMPANY 1827 POWERS FERRY ROAD SE #13 ATLANTA, GA 30339	S# 2262	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2262) 2769 CHASTAIN MEADOWS PARKWAY SUITE 140 MARIETTA, GA	\$3,486.67
415	BRISSON, JACQUELYN ADDRESS ON FILE	58675	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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416	BRISTOL PLACE LIMITED PARTNERSHIP 555 PLEASANT STREET SUITE 201 ATTLEBORO, MA 02703	S# 4471	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4471) BRISTOL PLACE 1160 NEWPORT AVE ATTLEBORO, MA	\$4,569.61
417	BRIXMOR GA PANAMA CITY LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 361	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #361) PANAMA CITY SQUARE 605 W 23RD ST PANAMA CITY, FL	\$5,606.73
418	BRIXMOR GA SAN DIMAS LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1052	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1052) SAN DIMAS PLAZA 987 W ARROW HWY SAN DIMAS, CA	\$0.00
419	BRIXMOR HOLDINGS 8 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 3003	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3003) BRENTWOOD PLAZA 8449 WINTON RD CINCINNATI, OH	\$7,046.81
420	BRIXMOR PROPERTY OWNER II LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 5318	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5318) TARGET SHOPPING CENTER 9745 LAUREL CANYON BLVD SPACE A PACOIMA, CA	\$6,056.60
421	BRIXMOR SPRADLIN FARM LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 550	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #550) SPRADLIN FARMS SC 175 CONSTON AVENUE CHRISTIANSBURG, VA	\$5,133.33
422	BRIXMOR WENDOVER PLACE LLC C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10017	S# 5573	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5573) WENDOVER PLACE S/C 1216 W BRIDFORD PARKWAY GREENSBORO, NC	\$6,566.05

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423 BRIXTON ROGUE LLC 4435 EASTGATE MALL SUITE 310 SAN DIEGO, CA 92121	S# 1419	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1419) ROGUE VALLEY MALL 1600 N RIVERSIDE AVE MEDFORD, OR	\$10,172.00
424 BROWN FLORIDA HOLDINGS LLC 635 COURT STREET SUITE 120 CLEARWATER, FL 33755	S# 303	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #303) 111 W WILLOW ST LAFAYETTE, LA	\$4,333.33
425 BROWN, CHARLES ADDRESS ON FILE	55344	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT EMPLOYMENT AGREEMENT DATED 02/09/2016	\$0.00
426 BROWN, CHARLES ADDRESS ON FILE	55161	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT RETENTION AGREEMENT DATED 05/01/2016	\$0.00
427 BROWN, ERICA ADDRESS ON FILE	58679	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
428 BRUNDRETT PROPERTIES INC. C/O NORWOOD FURNITURE P.O. BOX 926 GILBERT, AZ 85234	S# 2639	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2639) 4409 MONTGOMERY RD NORWOOD, OH	\$2,147.50
429 BRUNTON, BRADLEY A. ADDRESS ON FILE	58978	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
430	BRYAN CAVE, LLP ONE KANSAS CITY PLACE 1200 MAIN ST SUITE 3800 KANSAS CITY, MO 64105-2122	59248	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
431	BUCKEYE POWER SALES CO., INC 4992 RIALTO ROAD WETS CHESTER, OH 45069	54966	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS DATED 03/01/2014	\$0.00
432	BUCKEYE POWER SALES CO.INC 4992 RIALTO RD WEST CHESTER, OH 45069	54970	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PROPOSAL FOR PREVENTIVE MAINTENANCE DATED 01/03/2014	\$0.00
433	BUCKINGHAM PLAZA LP 3102 MAPLE AVENUE SUITE 500 C/O CENCOR REALTY SERVICES INC DALLAS, TX 75201	S# 1634	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1634) BUCKINGHAM PLAZA 1501 A W BUCKINGHAM PLAZA GARLAND, TX	\$1,875.00
434	BUEN TERRA LLC C/O MR & MRS LADD RICHLAND 2121 CHELSEA ROAD PALOS VERDES ESTATES, CA 90274	S# 4827	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4827) 136 S W GREENVILLE BLVD GREENVILLE, NC	\$11,022.70
435	BUFFALO WILD WINGS ATTN: JUNE ISTA 500 WAYZATA BLVD., STE 1600 MINNEAPOLIS, MN 55416	54973	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 05/23/2014	\$0.00
436	BUGNION S.P.A. VIALE A. GRAMSCI 42 FIRENZE, ITALY	59249	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

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437	BUITRON, LUISA ADDRESS ON FILE	58741	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
438	BURBERRY LIMITED 18-22 HAYMARKET LONDON, UNITED KINGDOM	54978	PAYLESS INC.	IP SETTLEMENT AGREEMENT CONFIDENTIAL SETTLEMENT AGREEMENT DATED 09/17/2008	\$0.00
439	BURGAN, RANDALL M. ADDRESS ON FILE	58790	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
440	BURGAN, RANDALL M. ADDRESS ON FILE	58883	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
441	BURK, SALLY J. ADDRESS ON FILE	59177	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
442	BUSINESS SOFTWARE ALLIANCE 1150 18TH STREET, N.W. SUITE 700 WASHINGTON, DC 20036	54987	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 08/15/2006	\$0.00
443	BUTLER, JOHN ADDRESS ON FILE	59071	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

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444	BVK LONDON SQUARE LLC 200 CRESCENT COURT SUITE 560 DALLAS, TX 75201	S# 2334	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2334) LONDON SQUARE 13630 SW 120TH ST MIAMI, FL	\$13,563.32
445	BVR INVESTMENTS INC 411 SOUTH TEJON STREET SUITE D CO SPRINGS, CO 80903	S# 2057	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2057) NORTH FOUNTAIN SC 6344 S US HIGHWAY 85-87 FOUNTAIN, CO	\$2,886.91
446	BVS POUGHKEEPSIE LLC 1385 HANCOCK STREET C/O THE STOP & SHOP SUPERMARKET COMPANY QUINCY, MA 02169	S# 4868	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4868) DUTCHESS CENTER 645 DUTCHESS TURNPIKE POUGHKEEPSIE, NY	\$2,605.64
447	BY AND KC STARKVILLE PARTNERSHIP 1322 AVENIDA DE CORTEZ PACIFIC PALISADES, CA 90049	S# 3658	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3658) STARKVILLE CROSSING 812 HIGHWAY 12 STARKVILLE, MS	\$4,201.50
448	C STORE OF USA INC 515 W MAIN STREET SUITE 104 ATTN: SALEEM RAJANI ALLEN, TX 75013	S# 1604	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1604) THE COLONY SQUARE 5001 MAIN ST THE COLONY, TX	\$0.00
449	C. & J. CLARK INTERNATIONAL LIMITED 40 HIGH STREET SOMERSET ENGLAND, BA16 0YA UNITED KINGDOM	54990	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT DATED 01/02/2002	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
450 C.N.A 444 W 47TH STREET SUITE 900 KANSAS CITY, MO 64112	49396; 49400; 49404; 49408; 49413; 49418; 49423; 49427; 49429; 49433; 49436; 49439; 49443; 49715; 49719; 49723; 49727; 49734; 49738; 49743; 49748; 49751; 49755; 49762; 49765; 49770; 49775; 49779; 49785	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER 6024082862	\$0.00
451 CACHE VALLEY PROPERTY VENTURE 6925 UNION PARK CENTER SUITE 500 ATTN: NATE THOMPSON MIDVALE, UT 84047	S# 639	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #639) 1205 N MAIN ST LOGAN, UT	\$5,072.16
452 CADOR, DESIREE ADDRESS ON FILE	58938	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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453	CAL TEX STAR PROPERTIES LLC PO BOX 693 WAXAHACHIE, TX 75168	S# 2001	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2001) 2029 W 7TH AVE CORSICANA, TX	\$2,530.00
454	CALIFORNIA MULTIMODAL LLC 2875 TEMPLE AVE SIGNAL HILL, CA 90755	55026	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT DATED 04/06/2014	\$0.00
455	CALIFORNIA MULTIMODAL LLC 2875 TEMPLE AVE SIGNAL HILL, CA 90755	55028	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TWO TO THE TRANSPORTATION SERVICE AGREEMENT DATED 03/26/2015	\$0.00
456	CALIFORNIA MULTIMODAL, LLC 2875 TEMPLE AVE. SIGNAL HILL, CA 90755	55033	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 03/01/2009	\$0.00
457	CALIFORNIA PIZZA KITCHEN MONICA ROCHA MANAGER OF PEOPLE CARE 12181 BLUFF CREEK DRIVE 5TH FLOOR PLAYA VISTA, CA 90094-2627	55042	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 04/08/2016	\$0.00
458	CALL & JENSEN APC 610 NEWPORT CENTER DR STE 700 NEWPORT BEACH, CA 92660	59250	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
459	CALLOWAY REAL ESTATE INVESTMENT TRUST (CHARLOTTETOWN) INC 700 APPLEWOOD CRESCENT SUITE 200 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 6934	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6934) WAL MART CENTRE 121 A BUCHANAN ST CHARLOTTETOWN, PE	\$1,160.96

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
460	CALLOWAY REAL ESTATE INVESTMENT TRUST INC 700 APPLEWOOD CRESCENT SUITE 200 ATTN: LEGAL DEPT VAUGHAN, ON L4K 5X3 CANADA	S# 6988	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6988) 420 VANSICKLE RD 1 UNIT E-07 ST CATHARINES, ON	\$1,469.95
461	CALLOWAY REAL ESTATE INVESTMENT TRUST INC ATTN: LEGAL DEPT 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 6919	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6919) ANCASTER PLAZA 1080 WILSON STREET WEST ANCASTER, ON	\$397.80
462	CALLOWAY REAL ESTATE INVESTMENT TRUST INC. C/O SMART CENTRES 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 7181	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7181) 530-700 ST ALBERT TRAIL BUILDING E ST. ALBERT, AB	\$930.68
463	CALLOWAY REAL ESTATE INVESTMENT TRUST INC-BARRIE NORTH 700 APPLEWOOD CRESCENT SUITE 200 C/O SMART CENTRES MANAGEMENT INC VAUGHN, ON L4K 5X3 CANADA	S# 6913	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6913) BAYFIELD STREET LIVINGSTONE RD 462 BAYFIELD STREET BARRIE, ON	\$1,459.75
464	CALLOWAY REAL ESTATE INVESTMENT TRUST 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 4721	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4721) BURLINGTON WAL MART 4517 DUNDAS UNIT B5 BURLINGTON, ON	\$1,475.49
465	CALLOWAY REAL ESTATE INVESTMENT TRUST 700 APPLEWOOD CRESCENT SUITE 200 C/O 1ST PRO SHOPPING CENTERS VAUGHAN, ON L4K 5X3 CANADA	S# 4715	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4715) SOUTH COMMON MALL 2136 BURNHAMTHORPE ROAD WEST MISSISSAUGA, ON	\$1,256.41

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
466	CALLOWAY REAL ESTATE INVESTMENT TRUST 700 APPLEWOOD CRESCENT SUITE 200 C/O FIRST PRO SHOPPING CENTERS VAUGHAN, ON L4K 5X3 CANADA	S# 4703	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4703) 3160 DOUGALL AVE BUILDING F WINDSOR, ON	\$1,828.64
467	CALLOWAY REAL ESTATE INVESTMENT TRUST 700 APPLEWOOD CRESCENT SUITE 200 C/O FIRSTPRO SHOPPING CENTRE VAUGHAN, ON L4K 5X3 CANADA	S# 6985	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6985) 1055 HILLSIDE DRIVE KAMLOOPS, BC	\$747.60
468	CALLOWAY REAL ESTATE INVESTMENT TRUST 700 APPLEWOOD CRESCENT SUITE 200 C/O FIRSTPRO SHOPPING CENTRE VAUGHAN, ON L4K 5X3 CANADA	S# 6989	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6989) 3724 MAYOR MAGRATH DRIVE S LETHBRIDGE, AB	\$1,058.87
469	CALLOWAY REAL ESTATE INVESTMENT TRUST C/O FIRSTPRO SHOPPING CENTRES 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 4726	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4726) QUEENSBOROUGH LANDING 110 - 805 BOYD STREET NEW WESTMINSTER, BC	\$1,432.13
470	CALLOWAY REAL ESTATE INVESTMENT TRUST C/O SMART CENTRES 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 4719	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4719) WOODSTOCK 523 NORWICH AVE BUILDING J WOODSTOCK, ON	\$841.36
471	CALLOWAY REAL ESTATE INVESTMENT TRUST C/O SMART CENTRES 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 5814	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5814) ARGYLE MALL 340 CLARKE ROAD LONDON, ON	\$1,073.56

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
472	CALLOWAY REIT (BAYMAC) INC & CANADIAN PROPERTIES HOLDINGS (ONTARIO) INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 4723	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4723) 1070 MAJOR MACKENZIE DRIVE E BLDG M UNIT 1 RICHMOND HILL, ON	\$1,225.80
473	CALLOWAY REIT (BOLTON) INC 700 APPLEWOOD CRESCENT SUITE 200 C/O FIRST PRO SHOPPING CENTERS VAUGHAN, ON L4K 5X3 CANADA	S# 5815	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5815) FIRST BOLTON SHOPPING CENTRE 50 MCEWAN DR EAST J3 BOLTON, ON	\$1,143.85
474	CALLOWAY REIT (BRAMPTON) INC. 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 5812	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5812) 2933 QUEEN ST EAST UNIT 3 BRAMPTON, ON	\$1,816.90
475	CALLOWAY REIT (BROCKVILLE) INC 700 APPLEWOOD CRESCENT SUITE 200 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 7172	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7172) FIRST PRO BROCKVILLE 1958 PARKEDALE AVE BROCKVILLE, ON	\$1,108.41
476	CALLOWAY REIT (CALGARY) INC 700 APPLEWOOD CRESCENT SUITE 100 1ST PROFESSIONAL VAUGHAN, ON L4K 5X3 CANADA	S# 4713	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4713) 4703 130TH AVENUE SE UNIT 3 CALGARY, AB	\$1,158.19
477	CALLOWAY REIT (EDMONTON) INC 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL DEPARTMENT VAUGHN, ON L4K 5X3 CANADA	S# 4731	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4731) 13744 40TH ST NW EDMONTON, AB	\$980.58
478	CALLOWAY REIT (ETOBICOKE) INC C/O FIRST PROFESSIONAL MANAGEMENT 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 4709	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4709) 181 N QUEEN ST ETOBICOKE, ON	\$1,705.95

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
479	CALLOWAY REIT (HAMILTON MOUNTAIN) INC 700 APPLEWOOD CRESENT; SUITE 200 C/O SMART CENTRES VAUGHAN, ON L4K 5X3 CANADA	S# 5840	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5840) MOUNTAIN PLAZA MALL 661 UPPER JAMES ST HAMILTON, ON	\$1,278.38
480	CALLOWAY REIT (HARMONY) INC C/O CALLOWAY REAL INVESTMENT TRUST INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 4705	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4705) 1401 HARMONY RD NORTH UNIT E 01 OSHAWA, ON	\$1,350.38
481	CALLOWAY REIT (LAVAL E) INC C/O CALLOWAY REIT (LAVAL E) 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 6970	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6970) 5405 BOULEVARD ROBERT-BOURASSA LAVAL, QC	\$382.26
482	CALLOWAY REIT (LONDON N) INC; CALLOWAY REIT (SW ONTARIO) INC; & CANADIAN PROPERTY HOLDINGS (ONTARIO) I 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 5921	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5921) FIRST LONDON NORTH 1310 FANSHAWE PK RD WEST LONDON, ON	\$1,307.62
483	CALLOWAY REIT (NIAGARA FALLS) INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 6978	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6978) OAKWOOD PLACE SHOPPING 7481 OAKWOOD DR NIAGARA FALLS, ON	\$1,183.52
484	CALLOWAY REIT (ORLEANS) INC 700 APPLEWOOD CRESCENT SUITE 200 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 5962	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5962) FIRST PRO ORLEANS 3890 INNES RD ORLEANS, ON	\$1,466.89
485	CALLOWAY REIT (PICKERING) INC 700 APPLEWOOD CRESCENT SUITE 100 C/O 1ST PRO SHOPPING CENTERS VAUGHAN, ON L4K 5X3 CANADA	S# 4716	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4716) FIRST SIMCHA SHOPPING CENTRES 1899 BROCK RD BLDG H PICKERING, ON	\$1,195.10

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
486	CALLOWAY REIT (REXDALE) INC 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 4736	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4736) FIRST REXDALE SHOPPING CENTRE 2261 ISLINGTON AVENUE ETOBICOKE, ON	\$1,392.23
487	CALLOWAY REIT (SCARBOROUGH) INC 700 APPLEWOOD CRESCENT SUITE 200 C/O FIRSTPRO SHOPPING CENTRES VAUGHAN, ON L4K 5X3 CANADA	S# 4740	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4740) 785 MILNER AVE CRU C3 SCARBOROUGH, ON	\$5,745.85
488	CALLOWAY REIT (SW ONTARIO) INC C/O SMART CENTRE 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 6974	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6974) SMART CENTRES GUELPH 17 WOODLAWN RD WEST GUELPH, ON	\$1,254.03
489	CALLOWAY REIT (WESTGATE) INC 700 APPLEWOOD CRESCENT STE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 6980	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6980) WINSTON CHURCHILL DEVELOPMENTS 3055 ARGENTIA RD 1 MISSISSAUGA, ON	\$1,168.07
490	CALLOWAY REIT (WHITBY) INC 700 APPLEWOOD CRESCENT C/O FIRST PRO SHOPPING CENTERS VAUGHAN, ON L4K 5X3 CANADA	S# 4717	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4717) 150 TAUNTON ROAD W BUILDING E WHITBY, ON	\$1,508.10
491	CALLOWAY REIT INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 5861	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5861) SURREY WEST SHOPPING CENTER 12477 88TH AVE SURREY, BC	\$1,136.93
492	CALLOWAY REIT INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 7177	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7177) EGLINTON SMART CENTRES 1900 EGLINTON AVE E SCARBOROUGH, ON	\$1,822.51

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493	CALLOWAY REIT 700 APPLEWOOD CIRCLE SUITE 200 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 5914	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5914) SOUTH OAKVILLE CENTRE 1515 REBECCA ST OAKVILLE, ON	\$11.33
494	CALLOWAY REIT 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL DEPARTMENT VAUGHN, ON L4K 5X3 CANADA	S# 6929	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6929) LANGLEY WALMART 20202 66TH AVENUE LANGLEY, BC	\$1,481.47
495	CALLOWAY REIT-MASCOUCHE 700 APPLEWOOD CRESCENT SUITE 200 ATTN: LEGAL DEPARTMENT VAUGHAN, ON L4K 5X3 CANADA	S# 6984	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6984) 117 MONTEE MASSON BLDG J-2 MASCOUCHE, QC	\$1,129.06
496	CALLOWAY REIT-UNICITY 700 APPLEWOOD CRESCENT SUITE 100 VAUGHN, ON L4K 5X3 CANADA	S# 6981	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6981) UNICITY MALL 3653 PORTAGE AVE WINNIPEG, MB	\$1,030.78
497	CALVIN ALKINS CUSTOMS SERVICES INC GLADSTONIA BUILDING FONTABELLE ST MICHAEL, BARBADOS	55046	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE- POOL POINT AGREEMENT DATED 03/01/2016	\$0.00
498	CALZADO SANDY S.A.DE C.V. PROL. OLEODUCTO #113 FRACA. CIUDAD INDUSTRIAL 37490 LEON GUANAJUATO, MEXICO	55050	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/04/2016	\$0.00
499	CAMDEN VILLAGE LLC 1850 MT DIABLO BLVD #200 C/O COLLIERS INTERNATIONAL WALNUT CREEK, CA 94596	S# 533	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #533) CENTER AT SLATTEN RANCH 5749 LONE TREE WAY ANTIOCH, CA	\$8,367.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
500	CAMPBELL, CRAIG ADDRESS ON FILE	58743	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
501	CAMPBELL, CRAIG ADDRESS ON FILE	58837	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
502	CAMPBELL, CRAIG ADDRESS ON FILE	58936	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
503	CANADIAN PROPERTY HOLDINGS (ONTARIO) INC & CALLOWAY REIT (CHATHAM) INC 175 BLOOR STREET EAST SUITE N500 PO BOX 25 TORONTO, ON M4W 3R8 CANADA	S# 5880	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5880) NORTH MAPLE CENTRE 877 ST CLAIR ST CHATHAM, ON	\$1,219.65
504	CAPITAL CITY SHOPPING CENTRE LIMITED C/O 20 VIC MANAGEMENT INC. ONE QUEEN STREET EAST SUITE 300 BOX #88 TORONTO, ON M5C 2W5 CANADA	S# 5912	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5912) WESTBROOK MALL 1200 37TH ST SW CALGARY, AB	\$1,084.02
505	CAPITAL 3560 NW 72 AVENUE MIAMI, FL 33122	55052	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT TRANSLOADER AGREEMENT DATED 12/15/2005	\$0.00
506	CAPREF BURBANK LLC ATTN: BURBANK ASSET MANAGER 8333 DOUGLAS SUITE 975 DALLAS, TX 75225	S# 4178	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4178) BURBANK TOWN CENTER 201 E MAGNOLIA BOULEVARD BURBANK, CA	\$0.00

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507	CAPTRUST FINANCIAL ADVISORS PAMELA A. POPP 5251 WEST 116TH PLACE SUITE 200 LEAWOOD, KS 66211	55057	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT NONDISCLOSURE AGREEMENT	\$0.00
508	CARD ACTIVATION TECHNOLOGIES , INC. 53 WEST JACKSON BLVD, SUITE 1618 CHICAGO, IL 60604	55064; 55067; 55072	PAYLESS GOLD VALUE CO, INC.; PAYLESS INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND NON-EXCLUSIVE LICENSE AGREEMENT DATED 11/18/2009	\$0.00
509	CARDENAS, NEIL ADDRESS ON FILE	58682	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
510	CARDIFF, MARTINA ADDRESS ON FILE	59146	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
511	CAREERARC 2600 WEST OLIVE AVENUE SUITE 710 BURBANK, CA 91505	51604	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOCIAL RECRUITING SERVICE ORDER DATED 2/1/2017	\$2,761.64
512	CARIBBEAN IP 224 DATURA STREET SUITE 513 WEST PALM BEACH, FL 33401	59251	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
513	CARO, RODRIGO ADDRESS ON FILE	59124	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00

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514	CARR 5251 WEST 116TH PLACE SUITE #200 LEAWOOD, KS 66211	51616	PAYLESS SHOESOURCE WORLDWIDE, INC.	ASSESSMENT SERVICES AGREEMENT DATED 2/14/2011	\$0.00
515	CARROLL, ROBERT ADDRESS ON FILE	59079	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
516	CARTER, OLIN E. ADDRESS ON FILE	58704	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
517	CARVALHO, JOSE ADDRESS ON FILE	58991	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
518	CASELEY, TYE ADDRESS ON FILE	58807	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
519	CASINO ARIZONA TALKING STICK RESORT PO BOX 10099 SCOTTSDALE, AZ 85271	55076	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/07/2013	\$0.00
520	CASTILLO, ESMERALDA ADDRESS ON FILE	58943	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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521	CATARAQUI HOLDINGS INC 900 1 ADELAIDE STREET EAST C/O PRIMARIS MANAGEMENT INC TORONTO, ON M5C 2V9 CANADA	S# 6945	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6945) CATARAQUI TOWN CENTER 945 GARDINERS RD KINGSTON, ON	\$1,999.67
522	CATHAY PACIFIC AIRWAYS, LTD. 360 POST ST. #300 SAN FRANCISCO, CA 94108	55079	PAYLESS SHOESOURCE WORLDWIDE, INC.	AIRFARE DISCOUNT AGREEMENT INCENTIVE AGREEMENT DATED 07/01/2016	\$0.00
523	CCRP 265 E RIVER PARK CIRCLE SUITE 150 C/O LANCE-KASHIAN & COMPANY FRESNO, CA 93720	S# 5568	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5568) 7622 N BLACKSTONE FRESNO, CA	\$10,677.31
524	CELADON TRUCKING SERVICES, INC ONE CALEDON DR. 9503 E. 33RD STREET INDIANAPOLIS, IN 46235	55086	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 11/28/2005	\$0.00
525	CEM-KAM, INC. 8584 RIVERS AVE. SUITE 102 N. CHARLESTON, SC 29406	55089	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/20/2015	\$0.00
526	CENTERPOINT MALL LLC 9200 W SUNSET BLVD PENTHOUSE 9 C/O ETC REAL ESTATE SERVICES INC WEST HOLLYWOOD, CA 90069	S# 2718	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2718) CENTERPOINT MALL 2657 SAVIERS RD OXNARD, CA	\$4,000.00
527	CENTERPOINT PLAZA SHOPS LLLP 270 W NEW ENGLAND AVENUE WINTER PARK, FL 32789	S# 6689	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6689) CENTERPOINT PLAZA 1222 E DIXIE DR ASHEBORO, NC	\$5,380.33

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528	CENTRAL CHRISTIAN CHURCH, ARIZONA 933 N LINDSAY ROAD MESA, AZ 85213	55095	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/28/2015	\$0.00
529	CENTRE REGIONAL CHATEAUGUAY INC 200 BOULEVARD D'ANJOU SUITE 321 CHATEAUGUAY, QC J6K 1C5 CANADA	S# 5965	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5965) CENTRE REGIONAL CHATEAUGUAY 200 ANJOU BLVD CHATEAUGUAY, QC	\$860.37
530	CENTRES COMMERCIAUX PREMIERES NEIGES LTEE C/O FIRST PRO SHOPPING CENTRES 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 4706	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4706) 6158 BOUL HENRY BOURASSA EAST MONTREAL-NORD, QC	\$1,422.55
531	CERTONA CORPORATION 9530 TOWNE CENTRE DRIVE SUITE 200 SAN DIEGO, CA 92121	55105	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICE AGREEMENT	\$56,169.88
532	CERVIERI MONSUAREZ & ASOC. WTC TORRE III LUIS A. DE HERRERA 1248/ PISO 2, OF 258 CP MONTEVIDEO, 11300 URUGUAY	59252	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
533	CGRE LLC DBA CRGRE LLC 23215 COMMERCE PARK DRIVE SUITE 214 BEACHWOOD, OH 44122	S# 2964	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2964) 4294 KENT RD SUITE 1 STOW, OH	\$2,477.13
534	CHAMBERLAIN, TAMMY ADDRESS ON FILE	58924	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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535	CHAMPAGNAT CATHOLIC SCHOOL INC 369 EAST 10TH STREET ATTN: DIRECTOR OF ACADEMICS AND ADMINIST HIALEAH, FL 33010	S# 5275	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5275) 15703 SW 88TH STREET MIAMI, FL	\$9,387.00
536	CHAMPION ATHLETICWEAR 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72253	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIRMATION REGARDING MINIMUM ROYALTY PAYMENTS DUE TO CHAMPION ATHLETICWEAR FROM ORIGINAL JULY 1, 2003 AGREEMENT.	\$0.00
537	CHAMPION ATHLETICWEAR 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72351	PAYLESS SHOESOURCE WORLDWIDE, INC.	DUPLICATE. DOES NOT SAY EXECUTION VERSION LIKE THE PARENT CONTRACT DOES.	\$0.00
538	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72258	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT NO. 1 TO LICENSE AGREEMENT EFFECTIVE 3/23/2006	\$0.00
539	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72209	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT NO. 1 TO LICENSE AGREEMENT. AMENDS TERMINATION DATE AND ROYALTIES.	\$0.00
540	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72250	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO JULY 1, 2003 INITIAL AGREEMENT.	\$0.00
541	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72226	PAYLESS SHOESOURCE WORLDWIDE, INC.	EIGHTH AMENDMENT TO LICENSE AGREEMENT (AUSTRALIA)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
542	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72220	PAYLESS SHOESOURCE WORLDWIDE, INC.	FIFTH AMENDMENT TO LICENSE AGREEMENT (INDONESIA, MALAYSIA, PHILIPPINES AND SINGAPORE)	\$0.00
543	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72216	PAYLESS SHOESOURCE WORLDWIDE, INC.	FOURTH AMENDMENT TO LICENSE AGREEMENT	\$0.00
544	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72254	PAYLESS SHOESOURCE WORLDWIDE, INC.	FOURTH AMENDMENT TO LICENSE AGREEMENT BETWEEN CHAMPION ATHLETIC WEAR AND PAYLESS SHOE SOURCE MODIFIES 7/1/2003 LICENSE AGREEMENT. EFFECTIVE 1/1/2010	\$0.00
545	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72247	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
546	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72260; 72267	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT. EFFECTIVE 7/1/2003	\$0.00
547	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	55109	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/01/2003 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
548	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72354	PAYLESS SHOESOURCE WORLDWIDE, INC.	NINTH AMENDMENT TO LICENSE AGREEMENT	\$0.00
549	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72212	PAYLESS SHOESOURCE WORLDWIDE, INC.	SECOND AMENDMENT TO LICENSE AGREEMENT (JAMAICA)	\$0.00
550	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72265	PAYLESS SHOESOURCE WORLDWIDE, INC.	SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN CHAMPION ATHLETICWEAR AND PAYLESS SHOESOURCE EFFECTIVE 8/27/2008	\$0.00
551	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72223	PAYLESS SHOESOURCE WORLDWIDE, INC.	SEVENTH AMENDMENT TO LICENSE AGREEMENT	\$0.00
552	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72222	PAYLESS SHOESOURCE WORLDWIDE, INC.	SIXTH AMENDMENT TO LICENSE AGREEMENT (BARBADOS)	\$0.00
553	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72214	PAYLESS SHOESOURCE WORLDWIDE, INC.	THIRD AMENDMENT TO LICENSE AGREEMENT (COLOMBIA AND BRAZIL)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
554	CHAMPION ATHLETICWEAR, A DIVISON OF HBI BRANDED APPAREL ENTERPRISES, LLC 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	72255	PAYLESS SHOESOURCE WORLDWIDE, INC.	THIRD AMENDMENT TO LICENSE AGREEMENT EFFECTIVE 12/29/2008	\$0.00
555	CHAMPION EUROPE S.P.A. VIA FERRARI 2-41011 (MO) CAMPOGALLIANO, ITALY	87976; 87977	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	MANUFACTURING PURCHASE AGREEMENT DATED 09/14/2016 PLUS AMENDMENTS	\$0.00
556	CHAMPION PRODUCTS EUROPE LIMITED SUITE 8 PLAZA 212 BLANCHARDSTOWN CORPORATE PARK 2 DUBLIN, 15 IRELAND (EIRE)	72352	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AND MANUFACTURING AGREEMENT FOR PAYLESS TO USE LICENSED TRADE MARKS IN ORDER TO MANUFACTURE PRODUCTS	\$0.00
557	CHAMPION PRODUCTS EUROPE LIMITED SUITE 8 PLAZA 212 BLANCHARDSTOWN CORPORATE PARK 2 DUBLIN, 15 IRELAND (EIRE)	72353	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AND MANUFACTURING EXTENSION AGREEMENT	\$0.00
558	CHAMPION PRODUCTS EUROPE LIMITED SUITE 8, PLAZA 212, BLANCHARDSTOWN CORPORATE PARK 2, DUBLIN 15,, IRELAND (EIRE)	72335	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AND MANUFACTURING AGREEMENT	\$0.00
559	CHAMPION PRODUCTS EUROPE LIMITED SUITE 8, PLAZA 212, BLANCHARDSTOWN CORPORATE PARK 2, DUBLIN 15,, IRELAND (EIRE)	55113	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AND MANUFACTURING AGREEMENT DATED 10/14/2015 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
560	CHAMPION PRODUCTS EUROPE LIMITED SUITE 8, PLAZA 212 BLANCHARDSTOWN CORPORATE PARK 2 DUBLIN 15, IRELAND (EIRE)	72350	PAYLESS SHOESOURCE WORLDWIDE, INC.	EXTENSION OF TIME AGREEMENT	\$0.00
561	CHANDLER SERVICE CLUB PO BOX 1243 CHANDLER, AZ 85244	55117	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/07/2013	\$0.00
562	CHAOZHOU ZHONGTIANCHENG SHOES CO., LTD D-5-2 SECTION INDUSTRY DISTRICT NORTH CHAOZHOU ECONOMIC DEVELOPMENT TEST ZONE CHAOZHOU GUANGDONG, CHINA	55121; 55124	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
563	CHAOZHOU ZHONGTIANCHENG SHOES CO., LTD. D-52 SECTION INDUSTRY DISTRICT NORTH CHAOZHOU ECONOMIC DEVELOPMENT TEST ZONE CHAOZHOU GUANGDONG, CHINA	55150; 55152	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
564	CHAOZHOU ZHONGTIANCHENG SHOES CO., LTD. D-5-2 SECTION INDUSTRY DISTRICT NORTH CHAOZHOU ECONOMIC DEVELOPMENT TEST ZONE CHAOZHOU GUANGDONG, CHINA	55128; 55130; 55134; 55137; 55141	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
565	CHAOZHOU ZHONGTIANCHENG SHOES CO., LTD. D5-9-2 SECTION, INDUSTRY DISTRICT NORTH CHAOZHOU ECONOMIC DEVELOPMENT TEST ZONE CHAOZHOU GUANGDONG, CHINA	55146	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 11/07/2007	\$0.00
566	CHARLOTTE COUNTY PUBLIC SCHOOLS 1016 EDUCATION AVENUE PUNTA GORDA, FL 33950	55164	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/01/2015	\$0.00
567	CHARLOTTESVILLE FASHION SQUARE LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 797	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #797) CHARLOTTESVILLE FASHION SQUARE 1600 E RIO RD CHARLOTTESVILLE, VA	\$5,434.85
568	CHARTER BANK TRUST #1446 690 BRAEBURN C/O DINO ALEX INVERNESS, IL 60167	S# 5126	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5126) WESTVIEW COMMONS 1594 BUTTITTI RD STREAMWOOD, IL	\$8,000.00
569	CHARTER COMMUNICATIONS OPERATING, LLC ATTN: NATIONAL ACCOUNTS-CHARTER BUSINESS 6399 S FIDDLER'S GREEN CIRCLE, 6TH FLOOR GREENWOOD VILLAGE, CO 80111	55168	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BUSINESS INTERNET SERVICE AGREEMENT DATED 01/05/2007 PLUS AMENDMENTS	\$0.00
570	CHAVAN, SUSHIL ADDRESS ON FILE	58744	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
571	CHERDAK, ERIK B. ADDRESS ON FILE	55171	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT, LICENSE AND RELEASE DATED 03/11/2009	\$0.00
572	CHESAPEAKE SYSTEM SOLUTIONS TWO OWINGS MILLS CORPORATE CENTER 10461 MILL RUN CIRCLE STE 600 OWINGS MILL, MD 21117	55175	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT T-RECS, ENTERPRISE - SCHEDULE A-5 DATED 12/17/2015	\$0.00
573	CHESAPEAKE SYSTEM SOLUTIONS TWO OWINGS MILLS CORPORATE CENTER 10461 MILL RUN CIRCLE STE 600 OWINGS MILL, MD 21117	55177	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT T-RECS, ENTERPRISE - SCHEDULE B-9 DATED 12/06/2012	\$0.00
574	CHESAPEAKE SYSTEM SOLUTIONS TWO OWINGS MILLS CORPORATE CENTER 10461 MILL RUN CIRCLE STE 600 OWINGS MILL, MD 21117	55178	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT T-RECS, ENTERPRISE SYSTEM UPGRADE - SCHEDULE A-2, DATED 07/31/2012	\$0.00
575	CHESAPEAKER COUNCIL PTA 2329 SOUTHERN PINES DRIVE CHESAPEAKE, VA 23323	55183	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/24/2013	\$0.00
576	CHI MERCY HEALTH 2700 STEWART PARKWAY ROSEBUG, OR 97471	55187	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/17/2015	\$0.00
577	CHICAGO-SOFT 1820 E EDGEWOOD DR. #103 LAKELAND, FL 33803-3420	72236	PAYLESS SHOESOURCE, INC.	LICENSE AGREEMENT ADDENDUM	\$2,344.14

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
578	CHICO FAZEKAS I LLC CHICO FAZEKAS II LLC 3322 CLAY STREET SAN FRANCISCO, CA 94118	S# 2706	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2706) PARK PLAZA S/C 770 MANGROVE AVE CHICO, CA	\$4,500.00
579	CHINA PACIFIC PROPERTY INSURANCE CO., LTD. ROOM 1006 400 WU SONG RD SHANGHAI, 200080 CHINA	49447; 49450	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	PROPERTY - TAIWAN POLICY NUMBER 70-105-06787219-0005-AAF	\$0.00
580	CHINA PATENT AGENT (H.K.) LTD. 22/F GREAT EAGLE CENTRE 23 HARBOUR ROAD WANCHAI, HONG KONG	59253	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
581	CHOO, WEI_XIN ADDRESS ON FILE	58969	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
582	CHRISTENSEN, LEE ADDRESS ON FILE	58646	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
583	CHRISTIAN ASSISTANCE MINISTRY 110 MCCULLOUGH SAN ANTONIO, TX 78215	55198	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/17/2013	\$0.00
584	CHRISTIAN CARE MANAGEMENT, INC. 2002 W. SUNNYSIDE DR. PHOENIX, AZ 85282	55199	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/01/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
585	CHRISTIAN V. SIRIANO AND CHRISTIAN V. SIRIANO LTD. ATTN: CHRISTIAN SIRIANO 260 W. 35TH, SUITE 600 NEW YORK, NY 10001	72329	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS CHRISTIAN V. SIRIANO, LTD. TO SUCCESSOR CHRISTIANO HOLDINGS, LLC	\$0.00
586	CHRISTIAN V. SIRIANO AND CHRISTIAN V. SIRIANO LTD. ATTN: CHRISTIAN SIRIANO 260 W. 35TH, SUITE 600 NEW YORK, NY 10001	72330	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS DEFINITIONS, OBLIGATIONS, TERM AND TERMINATION, ROYALTIES	\$0.00
587	CHRISTIAN V. SIRIANO AND CHRISTIAN V. SIRIANO LTD. ATTN: CHRISTIAN SIRIANO 260 W. 35TH, SUITE 600 NEW YORK, NY 10001	72328	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS SECTIONS RE DEFINITIONS, ROYALTIES, ASSIGNMENT	\$0.00
588	CHRISTIAN V. SIRIANO AND CHRISTIAN V. SIRIANO LTD. ATTN: CHRISTIAN SIRIANO 260 W. 35TH, SUITE 600 NEW YORK, NY 10001	55203	PAYLESS SHOESOURCE WORLDWIDE, INC.	INDEMNITY AGREEMENT MARKETING INDEMNIFICATION AGREEMENT DATED 09/10/2016	\$0.00
589	CHRISTIAN V. SIRIANO AND CHRISTIAN V. SIRIANO LTD. ATTN: CHRISTIAN SIRIANO 260 W. 35TH, SUITE 600 NEW YORK, NY 10001	55208	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 09/15/2010 PLUS AMENDMENTS	\$42,615.87

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
590 CHUBB GROUP OF INSURANCE COMPANIES ATTN: UNDERWRITING 82 HOPMEADOW STREET SIMSBURY, CT 06070-7683	49456; 49460; 49462; 49466; 49470; 49476; 49480; 49484; 49487; 49492; 49496; 49500; 49503; 49507; 49511; 49515; 49518; 49521; 49526; 49529; 49532; 49537; 49538; 49542; 49548; 49552; 49555; 49559; 49562	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	D&O TAIL POLICY (EXCESS) POLICY NUMBER TIED TO DOX G24577843005	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
591 CHUBB GROUP OF INSURANCE COMPANIES ATTN: UNDERWRITING 82 HOPMEADOW STREET SIMSBURY, CT 06070-7683	49565; 49569; 49572; 49575; 49581; 49585; 49589; 49594; 49599; 49604; 49608; 49611; 49615; 49620; 49627; 49631; 49633; 49637; 49642; 49644; 49649; 49653; 49658; 49660; 49665; 49667; 49669; 49674; 49677	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	DIRECTORS & OFFICERS LIABILITY (FIRST EXCESS) POLICY NUMBER DOX G24577843 005	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
592 CHUBB GROUP OF INSURANCE COMPANIES ATTN: UNDERWRITING 82 HOPMEADOW STREET SIMSBURY, CT 06070-7683	49681; 49684; 49687; 49690; 49693; 49698; 49702; 49706; 49709; 49712; 49716; 49720; 49724; 49728; 49733; 49736; 49741; 49746; 49752; 49757; 49761; 49767; 49771; 49774; 49778; 49782; 49786; 49794; 49797	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EMPLOYMENT PRACTICES LIABILITY (FIRST EXCESS) POLICY NUMBER DOX G24577843-005	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
593 CHUBB GROUP OF INSURANCE COMPANIES ATTN: UNDERWRITING 82 HOPMEADOW STREET SIMSBURY, CT 06070-7683	49801; 49806; 49809; 49813; 49817; 49820; 49825; 49826; 49830; 49835; 49837; 49841; 49844; 49849; 49853; 49857; 49861; 49866; 49869; 49873; 49877; 49883; 49886; 49889; 49893; 49897; 49902; 49906; 49911	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	FIDUCIARY LIABILITY (FIRST EXCESS) POLICY NUMBER DOX G24577843 005	\$0.00
594 CHUBB SURETY 436 WALNUT STREET 10TH FLOOR PHILADELPHIA, PA 19107	55213	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) GENERAL AGREEMENT OF INDEMNITY DATED 07/26/2016	\$0.00
595 CHUNGHWA TELECOM NO. 21-3, SEC. 1, XINYI RD. XINYI DIST. TAIPEI, TAIWAN	39626	COLLECTIVE BRANDS LOGISTICS, LIMITED	TELEPHONE FEE DATED 10/20/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
596	CIGNA GROUP INSURANCE-LIFE & DISABILITY 1455 VALLEY CENTER PARKWAY BETHLEHEM, PA 18017	55217	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES AMENDATORY RIDER DATED 01/01/2017	\$0.00
597	CIGNA HEALTH AND LIFE INSURANCE COMPANY 900 COTTAGE GROVE ROAD HARTFORD, CT 06152	55221	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES APPLICATION FOR GROUP INSURANCE DATED 01/10/2016	\$0.00
598	CITY LINE SHOPPING CENTER ASSOCIATES LP 150 MONUMENT ROAD SUITE 406 C/O REGENCY CENTERS CORPORATOIN BALA CYNWYD, PA 19004	S# 3368	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3368) CITY LINE SHOPPING CTR 7628 CITY LINE AVE PHILADELPHIA, PA	\$7,599.91
599	CITY OF REDLANDS C/O CITY MANAGER; CITY ATTORNEY P.O. BOX 3305 REDLANDS, CA 92373	55238	PAYLESS SHOESOURCE DISTRIBUTION, INC.	DEVELOPMENT AGREEMENT DEVELOPMENT AGREEMENT DATED 08/01/2006	\$0.00
600	CITYTEAM MINISTRIES 2304 ZANKER ROAD SAN JOSE, CA 95131	55242	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS LETTER DATED 02/11/2015	\$0.00
601	CLARENCE TERRY ADDRESS ON FILE	55245	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT LETTER OF CONFIRMATION DATED 08/18/2015	\$0.00
602	CLARK , JESSICA ADDRESS ON FILE	55249	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 04/19/2010	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
603	CLARK, NICOLE ADDRESS ON FILE	59150	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
604	CLARKE, JENNIFER ADDRESS ON FILE	58813	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
605	CLICK, BETTY ADDRESS ON FILE	55254	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT AMENDED AND RESTATED EMPLOYMENT AGREEMENT DATED 07/15/2013	\$0.00
606	CLINCH, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42836	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
607	COASTAL PLAINS DEVELOPMENT GROUP PO BOX 2085 WAKE FOREST, NC 27588	S# 6423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6423) JORDAN PLAZA 119 JORDAN PLAZA ELIZABETH CITY, NC	\$1,784.67
608	COBB VILLAGE LLC 1649 INTERNATIONAL COURT NORCROSS, GA 30093	S# 3936	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3936) COBB CENTER 2146 SOUTH COBB DRIVE SE SUITE D & E SMYRNA, GA	\$0.00
609	COBRA ADMINISTRATOR P.O. BOX 504216 ST. LOUIS, MO 63150	55280	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS MEDICAL PLAN VISION CARE BENEFITS DATED 01/01/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
610 COBRAGUARD PO BOX 39 MISSION, KS 66202	51615	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 9/22/2006	\$0.00
611 COGNIZANT TECHNOLOGY SOLUTIONS 500 GLENPOINTE CENTER WEST TEANECK, NJ 07666	55285	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 03/02/2017	\$0.00
612 COGNIZANT WORLDWIDE LIMITED 1 KINGDON STREET PADDINGTON CENTRAL LONDON, W2 6BD UNITED KINGDOM	55296	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 03/02/2017	\$0.00
613 COGNIZANT WORLDWIDE LIMITED 1 KINGDON STREET PADDINGTON CENTRAL LONDON, W2 6BD UNITED KINGDOM	55299	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK. DATED 03/02/2017	\$0.00
614 COHEN, ERIC, V.P. ADDRESS ON FILE	55303	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT NEW MERCHANDISE AGENT QUALITY ASSURANCE KEY INFORMATION FORM DATED 04/03/2013	\$0.00
615 COKER, DARREN L. ADDRESS ON FILE	59039	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	\$0.00
616 COLE UNITED METHODIST CHURCH 7015 CARSON ROAD BROCKWAY TOWNSHIP, MI 48097	55315	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/20/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
617	COLEMAN E ADLER II AND COLEMAN E ADLER II CHILDREN'S TRUST 722 CANAL STREET NEW ORLEANS, LA 70130-2384	S# 1487	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1487) 730 CANAL STREET NEW ORLEANS, LA	\$8,616.83
618	COLLECTIVE BRANDS CAYMAN FINANCE, LIMITED II P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42862	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
619	COLLECTIVE BRANDS CAYMAN FINANCE, LIMITED P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42861	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
620	COLLECTIVE BRANDS COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	55320	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 07/26/2011	\$0.00
621	COLLECTIVE BRANDS COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	55324	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 12/22/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
622	COLLECTIVE BRANDS COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	42863	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
623	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42837	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
624	COLLECTIVE BRANDS HOLDINGS, LIMITED 601 PRINCE'S BUILDING CHATER ROAD CENTRAL, HONG KONG	42864	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
625	COLLECTIVE BRANDS HOLDINGS, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55326	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2011	\$0.00
626	COLLECTIVE BRANDS II COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	55330	PAYLESS SHOESOURCE CANADA INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) AMENDED AND RESTATED NOTE AGREEMENT DATED 10/09/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
627	COLLECTIVE BRANDS II COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	55334	COLLECTIVE LICENSING INTERNATIONAL, LLC	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/04/2010	\$0.00
628	COLLECTIVE BRANDS II COÖPERATIEF U.A. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	42865	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
629	COLLECTIVE BRANDS INTERNATIONAL HOLDINGS, LIMITED I P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42866	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
630	COLLECTIVE BRANDS INTERNATIONAL HOLDINGS, LIMITED II P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42867	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
631	COLLECTIVE BRANDS LOGISTICS, LIMITED 601 PRINCE'S BUILDING CHATER ROAD CENTRAL, HONG KONG	42838	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
632	COLLECTIVE BRANDS LOGISTICS, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55338; 55339	PAYLESS GOLD VALUE CO, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/01/2009	\$0.00
633	COLLECTIVE BRANDS LOGISTICS, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55349	DYNAMIC ASSETS LIMITED	LEASE: BUILDING AND LAND SUBLEASE AGREEMENT DATED 05/01/2008	\$0.00
634	COLLECTIVE BRANDS LOGISTICS, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55353	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/07/2007	\$0.00
635	COLLECTIVE BRANDS LOGISTICS, LIMITED, TAIWAN BRANCH ATTN: MANAGING DIRECTOR ROOM A, FOURTH FLOOR 44 CHUNG SHAN N. ROAD, SECTION 2 TAIPEI, TAIWAN	55357	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 03/03/2008	\$0.00
636	COLLECTIVE BRANDS SERVICES VIETNAM COMPANY LTD. RUSSIN & VECCHI 15/F OSC-VTP BLDG. 8 NGUYEN HUE BLVD. HO CHI MINH CITY, VIETNAM	42868	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
637	COLLECTIVE BRANDS SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42830	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
638	COLLECTIVE BRANDS SERVICES, LIMITED 601 PRINCE'S BUILDING CHATER ROAD CENTRAL, HONG KONG	42869	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
639	COLLECTIVE BRANDS SERVICES, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55361	COLLECTIVE BRANDS LOGISTICS, LIMITED	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 12/18/2014	\$0.00
640	COLLECTIVE BRANDS SERVICES, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55364	COLLECTIVE LICENSING INTERNATIONAL, LLC	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/17/2013	\$0.00
641	COLLECTIVE BRANDS SERVICES, LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55369	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/07/2007	\$0.00
642	COLLECTIVE BRANDS, INC. UNIT C, 18/F, SEADSIDE BUILDING XIAMEN, CHINA	55374	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS PLAN AMENDMENT DATED 12/19/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
643	COLLECTIVE FRANCHISING, LTD. P.O. BOX 309 UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	55377	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2009	\$0.00
644	COLLECTIVE FRANCHISING, LTD. P.O. BOX 309 UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	55381	DYNAMIC ASSETS LIMITED	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 08/25/2008 PLUS AMENDMENTS	\$0.00
645	COLLECTIVE FRANCHISING, LTD. P.O. BOX 309 UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	55383; 55386	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 08/25/2008	\$0.00
646	COLLECTIVE FRANCHISING, LTD. P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42870	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
647	COLLECTIVE INDONESIA FRANCHISING, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42871	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
648	COLLECTIVE LICENSING INTERANTIONAL, LLC- ATTN: GENERAL COUNSEL 800 ENGLEWOOD PARKWAY, SUITE C200 ENGLEWOOD, CO 80110	55391	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/01/2010 PLUS AMENDMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
649	COLLECTIVE LICENSING INTERNATIONAL, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	55393	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/01/2007	\$0.00
650	COLLECTIVE LICENSING INTERNATIONAL, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	55431	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/01/2010	\$0.00
651	COLLECTIVE LICENSING INTERNATIONAL, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42839	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
652	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55397	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 10TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 12/06/2012	\$0.00
653	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55404	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 11TH AMENDMENT DATED 01/01/2012	\$0.00
654	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55410	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 3RD AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 02/23/2009	\$0.00
655	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55415	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 4TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 02/01/2009	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
656	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55418	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 6TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 09/01/2010	\$0.00
657	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55422	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 8TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 10/21/2011	\$0.00
658	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55426	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 9TH AMENDMENT TO LICENSE AND DESIGN SERVICES AGREEMENT DATED 08/12/2003	\$0.00
659	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55435	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/01/2010	\$0.00
660	COLLECTIVE LICENSING INTERNATIONAL, LLC 800 ENGLEWOOD PARKWAY SUITE C200 ENGLEWOOD, CO 80110	55439	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/01/2010 PLUS AMENDMENTS	\$0.00
661	COLLECTIVE LICENSING, LP 3231 SE 6TH AVENUE TOPEKA, KS 66607	42831	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
662	COLONY INSURANCE COMPANY SUSAN SPEER 225 W. WASHINGTON BLVD 24TH FLOOR CHICAGO, IL 60606	55444	PAYLESS INC.	INSURANCE POLICIES INSURANCE POLICY DATED 07/15/2016	\$0.00

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663	COLORESCIENCE, INC 6005 HIDDEN VALLEY ROAD SUITE 180 ATTN: MR. TED EBEL CARLSBAD, CA 92011	55448	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT GLOBAL TRADEMARK CO-EXISTENCE AGREEMENT DATED 05/13/2013	\$0.00
664	COMINAR ON REAL ESTATE HOLDINGS INC C/O COMINAR REAL ESTATE INVESTMENT TRUST 1250 SERVICE ROAD MISSISSAUGA, ON L5E 1VE CANADA	S# 5803	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5803) DIXIE OUTLET MALL 1250 S SERVICE RD MISSISSAUGA, ON	\$2,406.63
665	COMINAR REAL ESTATE INVESTMENT TRUST 2305 ROCKLAND SUITE 41 MOUNT ROYAL, QC H3P 3E9 CANADA	S# 4700	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4700) ROCKLAND CENTRE 2305 CHEMIN ROCKLAND 05004 MONT-ROYAL, QC	\$0.00
666	COMINAR REIT COMPLEXE JULES - DALLAIRE - T3 2820 LAURIER BOULEVARD SUITE 850 QUEBEC, QC G1V 0C1 CANADA	S# 6910	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6910) PLACE LONGUEUIL 825 OUEST ST LAURENT LONGUEUIL, QC	\$0.00
667	COMM 2006-C8 SHAW AVENUE CLOVIS LLC SIERRA VISTA MALL 1050 SHAW AVE SUITE 1075 CLOVIS, CA 93612	S# 3110	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3110) SIERRA VISTA MALL 1050 SHAW AVE CLOVIS, CA	\$5,994.10
668	COMMERCIAL REALTY ENTERPRISES LLC 429 SYLVAN AVENUE C/O OSTER PROPERTIES ENGLEWOOD CLIFFS, NJ 07632	S# 4292	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4292) RAMSEY SQUARE 1300 RT 17 N RAMSEY, NJ	\$4,750.00
669	COMMUNITY ACTION COMMISSION OF FAYETTE COUNTY 1400 US ROUTE 22 NW WASHINGTON COURT HOUSE, OH 43160	55452	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/07/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
670	COMMUNITY LIFELINE CENTER PO BOX 1792 MCKINNEY, TX 75070	55458	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 12/18/2014	\$0.00
671	COMPANIA SUD AMERICANA DE VAPORES S.A. PLAZA SOTOMAYOR 50 VALPARAISO, CHILE	55463	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ESSENTIAL TERMS DATED 09/30/2014	\$0.00
672	COMPANIA SUD AMERICANA DE VAPORES S.A. PLAZA SOTOMAYOR 50 VALPARAISO, CHILE	55467; 55470	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ESSENTIAL TERMS DATED 11/27/2013	\$0.00
673	COMPANIA SUD AMERICANA DE VAPORES S.A. PLAZA SOTOMAYOR 50 VALPARAISO, CHILE	55473	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ESSENTIAL TERMS PUBLISHED UNDER SERVICE CONTRACT DATED 11/27/2013	\$0.00
674	COMPAS GROUP USA, INC 2004 YORLMONT ROAD CHARLOTTE, NC 28217	55478	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDING AGREEMENT DATED 03/16/2015	\$0.00
675	COMPASS GROUP USA, INC 5000 HOPYARD RD, STE. 322 PLEASANTON, CA 94588	55483	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDING AGREEMENT DATED 03/16/2015	\$0.00
676	COMPLEXE PLACE ST-EUSTACHE INC 3100 BOUL. DE LA CONCORDE EST BUREAU 208 LAVAL, QC H7E 2B8 CANADA	S# 5924	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5924) PLACE ST-EUSTACHE 367 ARTHUR SAUVE BLVD SAINT-EUSTACHE, QC	\$0.00

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677	COMPLIANCE RESOURCES GROUP, INC. 273 PONCE DE LEON AVENUE PLAZA 273 SUITE 700 SAN JUAN, PUERTO RICO, 00917-1934	55487	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/28/2016	\$0.00
678	COMPUTER ASSOCIATES INTERNATIONAL, INC. ONE COMPUTER ASSOCIATES PLAZA ISLANDIA, NY 11788	55499	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT ORDER FORM DATED 12/31/1999	\$0.00
679	COMPUTER ASSOCIATES INTERNATIONAL, INC. 1 COMPUTER ASSOCIATES PLAZA ISLANDIA, NY 11788-7000	55491	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT AMENDMENT 1 TO THE REGISTRATION FORM DATED 12/31/2005	\$0.00
680	COMPUTER ASSOCIATES INTERNATIONAL, INC. 711 STEWART AVENUE GARDEN CITY, NY 11530	55495	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 12/04/1989	\$0.00
681	CONCEPT SERVICES LTD 1035 MEDINA ROAD, SUITE 800 MEDINA, OH 44256	55522	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT	\$31,150.00
682	CONCEPT SERVICES, LTD. 1035 MEDINA ROAD, SUITE 800 MEDINA, OH 44256	55525	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LEAD MANAGEMENT PROJECT PROPOSAL AGREEMENT DATED 08/23/2016	\$0.00
683	CONDUCTOR 2 PARK AVENUE 15TH FLOOR NEW YORK, NY 10016	55529	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT PLATFORM SUBSCRIPTION AGREEMENT DATED 08/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
684	CONRAD, JESSICA ADDRESS ON FILE	58781	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
685	CONROE INDEPENDENT SCHOOL DISTRICT 3205 WEST DAVIS CONROE, TX 77304	55546	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/19/2014	\$0.00
686	CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 2600 GRAND BLVD., STE 750 KANSAS CITY, MO 64108	59254	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
687	CONTINENTS SOURCING ENTERPRISE LTD. 1515 N. FEDERAL HWY SUITE 206 BOCA RATON, FL 33432	55560	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/19/2012	\$0.00
688	CONVERGE ONE, INC NW 5806 MINNEAPOLIS, MN 55485-5806	72242	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER AGREEMENT RIDER	\$0.00
689	CONVERGE ONE, INC NW 5806 MINNEAPOLIS, MN 55485-5806	72238	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT	\$0.00
690	CONVERGE ONE, INC NW 5806 MINNEAPOLIS, MN 55485-5806	72239	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT ADDENDUM	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
691	CONVERGE ONE, INC NW 5806 MINNEAPOLIS, MN 55485-5806	72244	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT RIDER PERU	\$0.00
692	CONVERSE INC 1 HIGH STREET ANDOVER, MA 01810	55567; 55569; 55572	COLLECTIVE LICENSING INTERNATIONAL, LLC; PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT DATED 10/17/2011	\$0.00
693	CONVOY SYSTEMS, LLC 333 N. JAMES ST. KANSAS CITY, KS 66118	55577	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 12/02/2004	\$0.00
694	COOK, DIANA ADDRESS ON FILE	59101	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
695	CORDIAL EXPERIENCE, INC. 701 B STREET, SUITE 1000 SAN DIEGO, CA 92101	55596	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 08/17/2016	\$0.00
696	CORNERS AT HILLCROFT AT BELLAIRE LP C/O UNITED EQUITIES INCORPORATED 4545 BISSONNET SUITE 100 BELLAIRE, TX 77401	S# 3308	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3308) HILLCROFT VILLAGE S/C 6700 HILLCROFT ST HOUSTON, TX	\$6,388.79
697	CORNWALL CENTRE INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST SUITE 300 TORONTO, ON M5C 2W5 CANADA	S# 5945	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5945) CORNWALL CENTRE 2102 11TH AVE REGINA, SK	\$2,307.57

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
698	CORPORATE CLAIMS MANAGEMENT, INC. ONE IVYBROOK BLVD SUITE 140 IVYLAND, PA 18974	55608	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO CORPORATE CLAIMS MANAGEMENT LETTER OF INTENT DATED 03/26/2015	\$0.00
699	CORPORATE FITNESS WORKS, INC 18558 OFFICE PARK DR MONTGOMERY VILLAGE, MD 20886	55613	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AGREEMENT DATED 07/16/2008 PLUS AMENDMENTS	\$15,530.39
700	CORRAL & ROSALES CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	59255	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
701	CORTLANDVILLE CROSSING LLC 55 HILTON AVENUE C/O BANYAN TREE PROPERTY MANAGEMENT LLC GARDEN CITY, NY 11530	S# 4434	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4434) CORTLANDVILLE CROSSING 854 STATE ROUTE 13 CORTLAND, NY	\$1,890.33
702	COUNTRYMAN, SARAH ADDRESS ON FILE	58707	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
703	COVAD COMMUNICATIONS COMPANY 110 RIO ROBLES SAN JOSE, CA 95134	55635	PAYLESS SHOESOURCE, INC.	IT CONTRACT ORDER FORM FOR TELESURFER, TELESOHO AND TELESPEED DSL AND TELEXEND T1 SERVICES DATED 11/10/2004 PLUS AMENDMENTS	\$0.00
704	COVENANT CONSULTING LLC 5451 W 116TH STREET, SUITE 200 OVERLAND PARK, KS 66206	55639	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 04/24/2014	\$6,160.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
705 COVENANT TRANSPORT, INC. 400 BIRMINGHAM HIGHWAY CHATTANOOGA, TN 37419	55652	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 07/30/2014	\$0.00
706 COVENTRY III/SATTERFIELD HELM VALLEY FAIR LLC 3601 SOUTH 2700 WEST SUITE G128 C/O SATTERFIELD-HELM MANAGEMENT INC WEST VALLEY CITY, UT 84119	S# 3040	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3040) VALLEY FAIR MALL 3601 S 2700 W WEST VALLEY CITY, UT	\$6,404.00
707 COX COMMUNICATIONS KANSAS, LLC 901 S GEORGE WASHINGTON BLVD WICHITA, KS 67211	55661	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT COMMERCIAL SERVICES AGREEMENT DATED 06/04/2014 PLUS AMENDMENTS	\$0.00
708 COX COMMUNICATIONS KANSAS, LLC 931 SW HENDERSON TOPEKA, KS 66615	54837	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMERCIAL SERVICES AGREEMENT DATED 07/30/2015	\$0.00
709 COYOTE LOGISTICS, LLC 2545 W. DIVERSEY AVE. CHICAGO, IL 60647	55666	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 09/09/2015	\$0.00
710 CP ANTELOPE SHOPS LLC C/O 1ST COMMERCIAL REALTY GROUP INC 8480 E ORCHARD ROAD SUITE 4350 GREENWOOD VILLAGE, CO 80111	S# 2955	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2955) LANCASTER COMMERCE CENTER 1034 W AVENUE K LANCASTER, CA	\$10,186.20
711 CPC GATEWAY PLAZA II LLC 800 VANDERBILT BEACH ROAD NAPLES, FL 34108	S# 5741	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5741) GATEWAY PLAZA 1375 WESTERN BLVD JACKSONVILLE, NC	\$8,592.19

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
712	CPC STRATEGY LLC 2801 CAMINO DEL RIOS, SUITE 201-5 SAN DIEGO, CA 92108	49279	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICES AGREEMENT DATED 1/21/2010	\$0.00
713	CREATIVE INVESTMENTS IV LLC/QUIAT RESOURCES LLC/HERMINE BLAU/FEDERAL & EVANS SC LLC/GEORGE BLAU 6795 E TENNESSEE AVE SUITE 601; C/O WEST DENVER, CO 80224	S# 2403	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2403) BRENTWOOD CENTER 2099 S FEDERAL BLVD DENVER, CO	\$4,474.04
714	CRECCAL INVESTMENTS LTD ADMINISTRATION OFFICE 12675 RUE SHERBROOKE EST BUREAU 126 MONTREAL, QC H1A 3W7 CANADA	S# 6932	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6932) CARREFOUR DE LA POINTE 12675 SHERBROOKE ST EAST POINTE-AUX-TREMBLES, QC	\$540.38
715	CREF X LV CROSSROADS LLC C/O VESTAR PROPERTIES INC 2425 E CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 2663	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2663) CROSSROADS AT TOWN CENTER 6536 N DECATUR BLVD LAS VEGAS, NV	\$6,006.60
716	CRESS, MICHAEL J. ADDRESS ON FILE	58785	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
717	CRESS, MICHAEL J. ADDRESS ON FILE	58900	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
718	CRETE CARRIER CORPORATION 400 NW 56TH STREET LINCOLN, NE 68528	55674	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 02/09/2003 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
719	CROCS, INC DANIEL HART, EXECUTIVE VICE PRESIDENT CHIEF LEGAL & ADMINISTRATIVE OFFICER CROCS, INC. 7747 EAST DRY CREEK PARKWAY NIWOT, CO 80503	55682	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/04/2009	\$0.00
720	CROCS, INC DANIEL HART, EXECUTIVE VICE PRESIDENT CHIEF LEGAL & ADMINISTRATIVE OFFICER CROCS, INC. 7747 EAST DRY CREEK PARKWAY NIWOT, CO 80503	55685; 55688	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 05/24/2012	\$0.00
721	CROCS, INC. DANIEL HART, EXECUTIVE VICE PRESIDENT CHIEF LEGAL & ADMINISTRATIVE OFFICER CROCS, INC. 7747 EAST DRY CREEK PARKWAY NIWOT, CO 80503	55692	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/04/2009	\$0.00
722	CROMBIE DEVELOPMENTS LIMITED 610 EAST RIVER ROAD SUITE 200 NEW GLASGOW, NS B2H 3S2 CANADA	S# 6927	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6927) HIGHLAND SQUARE 689 WESTVILLE RD NEW GLASGOW, NS	\$657.30
723	CROMBIE DEVELOPMENTS LIMITED 610 EAST RIVER ROAD SUITE 200 NEW GLASGOW, NS B2H 3S2 CANADA	S# 7189	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7189) AVALON MALL 48 KENMOUNT ROAD ST. JOHN'S, NL	\$2,855.35
724	CROMWELL SQUARE PARTNERS LP 230 MASON STREET C/O THE HB NITKIM GROUP GREENWICH, CT 06830	S# 4433	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4433) CROMWELL SQUARE 51 SHUNPIKE RD # 02 CROMWELL, CT	\$4,915.71

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
725	CROSS COUNTY NATIONAL ASSOCIATES LP 1603 LBJ FREEWAY SUITE 300 C/O REGIS REALTY PRIME LLC FARMERS BRANCH, TX 75234	S# 2809	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2809) CROSS COUNTY MALL 700 BROADWAY AVE E MATTOON, IL	\$2,605.00
726	CROSSROADS CENTER LLC PO BOX 442276 C/O KANZA PROPERTIES INC; ATTN: DON ZIMM LAWRENCE, KS 66044	S# 1720	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1720) EFFINGHAM CROSSROADS 1302 AVENUE OF MID AMERICA EFFINGHAM, IL	\$4,440.00
727	CROSSROADS JOINT VENTURE LLC 1311 MAMARONECK AVENUE C/O ACADIA REALTY TRUST WHITE PLAINS, NY 10605	S# 5392	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5392) CROSSROADS SHOPPING PLAZA 387 TARRYTOWN ROAD WHITE PLAINS, NY	\$12,586.63
728	CROWLEY CARIBBEAN LOGISTICS FREE TRADE ZONE 61 ROAD 165, KM 2.4, BUILDING 12 GUAYNABO, PR 0097	55706	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 09/30/2013	\$0.00
729	CROWLEY PUERTO RICO SERVICES, INC ATTN: MR. ROBERT C. CLAPP VICE PRESIDENT, PRICING/YIELD MANAGEMENT 9487 REGENCY SQUARE BLVD. JACKSONVILLE, FL 32225	55711	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICES AGREEMENT DATED 09/01/2009	\$0.00
730	CROWLEY 9487 REGENCY SQUARE BLVD.N. JACKSONVILLE, FL 32225	55701	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT VOLUME TRANSPORTATION AGREEMENT DATED 08/01/2015	\$0.00
731	CROWN COMMERCIAL REAL ESTATE AND DEVELOPMENT INC 903 S BUTTERNUT CIRCLE FRANKFORT, IL 60423	S# 1362	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1362) CHATHAM VILLAGE SQUARE 8552 S COTTAGE GROVE CHICAGO, IL	\$18,768.74

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
732	CROWN VAN LINES 4-4FL., NO.165, SEC.5., MIN SHENG E. RD. TAIPEI, TAIWAN	39625	COLLECTIVE BRANDS LOGISTICS, LIMITED	STORAGE FEE DATED 1/1/2017	\$0.00
733	CRP II - MANATI LLC C/O THE SEMBLER COMPANY OF PUERTO RICO I BOX 110-PLAZOLETA LA CERAMICA/CARR PR-19 CAROLINA, PR 00986	S# 1836	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #1836) MANATI PLAZA 10 CARR 149 MANATI, PR	\$5,508.08
734	CRUISE, CRAIG J. ADDRESS ON FILE	59166	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
735	CRYSTAL SHOPPING CENTER ASSOCIATES LLC C/O PASTER PROPERTIES 5320 WEST 23RD STREET SUITE 205 ST LOUIS PARK, MN 55416	S# 471	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #471) CRYSTAL SC 143 WILLOW BEND CRYSTAL, MN	\$11,340.77
736	CSF CORP 1105 NORTH MARKET STREET SUITE 607 WILMINGTON, DE 19801	55716	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT LETTER OF CONSENT FOR VIETNAM DATED 11/10/2011	\$0.00
737	CSFB 2005-C1 COLUSA RETAIL LTD PARTNERSHIP C/O LNR PARTNERS LLC 1601 WASHINGTON AVENUE SUITE 700 MIAMI BEACH, FL 33139	S# 3338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3338) YUBA SUTTER MALL 1201J COLUSA AVE YUBA CITY, CA	\$5,304.50
738	CSN LLC PO BOX 639 ANDERSON, IN 46015	S# 3773	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3773) SOUTHTOWN CENTER 4346 SCATTERFIELD RD ANDERSON, IN	\$3,459.80

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
739	CUGNET, SAMANTHA ADDRESS ON FILE	58971	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
740	CUSHION TECHNOLOGIES LLC 207 C NORTH WASHINGTON AVENUE MARSHAL, TX 75670	55721	PAYLESS INC.	IP SETTLEMENT AGREEMENT PATENT LICENSE AND SETTLEMENT AGREEMENT DATED 02/22/2008	\$0.00
741	CUSHION TECHNOLOGIES LLC 207 C NORTH WASHINGTON AVENUE MARSHALL, TX 75670	55723	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT PATENT LICENSE AND SETTLEMENT AGREEMENT DATED 03/16/2007	\$0.00
742	CUYAHOGA FALLS PTA COUNCIL 1840 7TH STREET CUYAHOGA FALLS, OH 44221	55728	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/19/2014	\$0.00
743	CYBERCODERS 6591 IRVINE CENTER DRIVE #200 IRVINE, CA 92618	51605	PAYLESS SHOESOURCE WORLDWIDE, INC.	DIRECT HIRE SERVICES AGREEMENT DATED 4/27/2017	\$0.00
744	CYBERSOURCE CORPORATION P.O. BOX 8999 SAN FRANCISCO, CA 94128-8999	55730	PAYLESS SHOESOURCE, INC.	IT CONTRACT PAYMENT SOLUTIONS AGREEMENT DATED 05/03/2016	\$0.00
745	CYBERSOURCE CORPORATION P.O. BOX 8999 SAN FRANCISCO, CA 94128	49327	PAYLESS SHOESOURCE, INC.	CYBERSOURCE PAYMENT SOLUTIONS AGREEMENT DATED 5/3/2016	\$88,983.83

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
746	CYR, MARIE_LYNE ADDRESS ON FILE	58848	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
747	D.P AHUJA & CO PATENT & TM ATTORNEYS 14/2 PALM AVENUE CALCUTTA, 700019 INDIA	59256	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
748	D3 LUMBERTON LLC 3841 GREEN HILLS VILLAGE DRIVE SUITE 400 NASHVILLE, TN 37215	S# 2597	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2597) OFFICE DEPOT JC 5084 FAYETTEVILLE RD LUMBERTON, NC	\$4,434.17
749	DAB INVESTMENTS SOUTHPORT COMMONS LLC 7399 NORTH SHADELAND AVENUE PMB#166 INDIANAPOLIS, IN 46250	S# 1842	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1842) SOUTHPORT COMMONS 4850 E SOUTHPORT RD INDIANAPOLIS, IN	\$5,566.67
750	DAGRADI, RONALD J. ADDRESS ON FILE	58865	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
751	DAILY SERVICES 3024 WOODMAN DRIVE KETTERING, OH 45420	55738	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT DATED 03/31/2015	\$0.00
752	DAMCO DISTRIBUTION SERVICES INC ACCOUNTS RECEIVABLE - 3N 9300 ARROWPOINT BLVD CHARLOTTE, NC 28273	55742	PAYLESS INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 02/01/2017	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
753	DANIEL G. KAMIN SHOE STORES LLC PO BOX 10234 - OVERNIGHT: 490 S HIGHLAND C/O KAMIN REALTY COMPANY PITTSBURGH, PA 15232	S# 901	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #901) 4926 CHRISTY BLVD SAINT LOUIS, MO	\$2,321.45
754	DANIEL G. KAMIN SHOE STORES LLC PO BOX 10234 C/O KAMIN REALTY COMPANY PITTSBURGH, PA 15232	S# 2300	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2300) 806 N CAGE BLVD PHARR, TX	\$2,714.83
755	DANIEL R. CARMODY LIVING TRUST DATED 7/6/2017 1933 N. MOHAWK STREET DANIEL R. CARMODY TRUSTEE CHICAGO, IL 60614	S# 217	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #217) 2573 SOUTH FERDON BLVD CRESTVIEW, FL	\$4,587.31
756	DARTMOUTH CROSSING LIMITED C/O CENTRECORP MANAGEMENT SERVICES LIMIT 34 LOGIEALMOND CLOSE; DARTMOUTH CROSSING DARTMOUTH, NS B3B 0C8 CANADA	S# 7183	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7183) DARTMOUTH CROSSING 89 HECTOR GATE DARTMOUTH, NS	\$1,916.20
757	DATAPIPE, INC. 10 EXCHANGE PLACE 12TH FLOOR JERSEY CITY, NJ 07302	49308	PAYLESS SHOESOURCE WORLDWIDE, INC.	MANAGED HOSTING SERVICES SCHEDULE DATED 3/23/2017	\$0.00
758	DATAPIPE, INC. 10 EXCHANGE PLACE 12TH FLOOR JERSEY CITY, NJ 07302	49305	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 3/23/2017	\$0.00
759	DATAPIPE, INC. 10 EXCHANGE PLACE 12TH FLOOR JERSEY CITY, NJ 07302	49309	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 3/23/2017	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
760	DATAPIPE, INC. 10 EXCHANGE PLACE 12TH FLOOR JERSEY CITY, NJ 7302	49284	PAYLESS SHOESOURCE WORLDWIDE, INC.	DATAPIPE MANAGED HOSTING SERVICES DATED 3/22/2017	\$0.00
761	DAVID & YOUNG ATTN: JESUS ARRIOLA 28 WEST 27TH STREET NEW YORK, NY 10001	55385	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/27/2008	\$0.00
762	DAVID NESTOR PO BOX 103 SANFORD, NC 27331	S# 4883	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4883) 2901 S HORNER BLVD SANFORD, NC	\$4,182.84
763	DAVID, SHELLY ADDRESS ON FILE	58928	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
764	DAVIS, DEWAYNE ADDRESS ON FILE	58756	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
765	DAYTON HUDSON BRANDS 33 SOUTH SIXTH STREET MINNEAPOLIS, MN 55402	55390	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK AGREEMENT AND CONSENT TO REGISTRATION AND USE OF MARKS DATED 03/25/1999	\$0.00
766	DAYTON MALL II LLC 180 EAST BROAD STREET 21ST FLOOR C/O GLIMCHER PROPERTIES LIMITED PARTNERS COLUMBUS, OH 43215	S# 5626	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5626) DAYTON MALL 2700 CENTERVILLE RD DAYTON, OH	\$4,100.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
767	DKC CONCESSIONS CANADA INC 9350 L'ESPLANADE SUITE 222 MONTREAL, QC H2N 1V6 CANADA	55395; 55398	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/04/2010	\$0.00
768	DDR CHESTERFIELD CROSSINGS LLC 3300 ENTERPRISE PARKWAY C/O DDR CORP BEACHWOOD, OH 44122	S# 4279	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4279) CHESTERFIELD CROSSING SC 12221 CHATTANOOGA PLAZA MIDLOTHIAN, VA	\$6,233.35
769	DDR DB SA VENTURES LP 3300 ENTERPRISE PARKWAY C/O DEVELOPERS DIVERSIFIED; ATTN: EXECUT BEACHWOOD, OH 44122	S# 1036	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1036) BANDERA POINTE 11321 BANDERA RD SAN ANTONIO, TX	\$9,681.47
770	DDR MIAMI AVENUE LLC C/O DEVELOPERS DIVERSIFIED REALTY CORPOR 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 2	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2) THE SHOPS AT MIDTOWN MIAMI 3401 N MIAMI AVE MIAMI, FL	\$11,841.89
771	DDR PALM VALLEY PAVILIONS LLC C/O DDR CORP; ATTN: EXECUTIVE VP-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 3650	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3650) PALM VALLEY PAVILLIONS 1428 N LITCHFIELD RD GOODYEAR, AZ	\$10,023.41
772	DDR WARNER ROBINS LLC 3300 ENTERPRISE PARKWAY C/O DEVELOPERS DIVERSIFIED REALTY CORPOR BEACHWOOD, OH 44122	S# 958	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #958) WARNER ROBINS PLACE 2724 WATSON BLVD WARNER ROBINS, GA	\$4,063.09
773	DDR WINTER GARDEN LLC 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT - LEASING BEACHWOOD, OH 44122	S# 216	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #216) WINTER GARDEN VILLAGE 3311 DANIELS RD WINTER GARDEN, FL	\$10,117.03

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
774	DDRA TANASBOURNE TOWN CENTER LLC 3300 ENTERPRISE PARKWAY; ATTN: EXEC VICE C/O DEVELOPERS DIVERSIFIED REALTY CORP BEACHWOOD, OH 44122	S# 5488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5488) TANASBOURNE TOWN CENTER NORTH 18021 NW EVERGREEN PARKWAY BEAVERTON, OR	\$6,299.91
775	DDRTC FAYETTE PAVILLION III & IV LLC 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VP-LEASING BEACHWOOD, OH 44122	S# 420	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #420) 150 PAVILLION PARKWAY FAYETTEVILLE, GA	\$5,564.52
776	DE SILVA, DILSHAN ADDRESS ON FILE	58747	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
777	DEAN HEALTH PLAN, INC. PO BOX 56099 MADISON, WI 53705	51627	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2015	\$0.00
778	DEAN, CHERYL ADDRESS ON FILE	58946	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
779	DEB HIEDEMAN 3436 NW DAWDY DRIVE TOPEKA, KS 66618	55403	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONSULTING SERVICE AGREEMENT DATED 01/21/2014	\$0.00
780	DEBAUN, LOREN ADDRESS ON FILE	58710	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
781	DEBAUN, LOREN ADDRESS ON FILE	58840	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
782	DEBAUN, LOREN ADDRESS ON FILE	58929	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
783	DECATUR ASSOCIATES LLC & 1085 NELSON LLC PO BOX 856 ROCK HILL, NY 12775	S# 4339	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4339) 3457 JEROME AVE BRONX, NY	\$14,104.11
784	DECKERS OUTDOOR CORPORATION 495 - A SOUTH FAIRVIEW AVENUE GOLETA, CA 93117	55419	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT COEXISTENCE AGREEMENT DATED 07/10/2008	\$0.00
785	DECKERS OUTDOOR CORPORATION 495 A SOUTH FAIRVIEW AVENUE GOLETA, CA 93117	55427	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CONTRATO DE COEXISTENCIA DATED 07/10/2008	\$0.00
786	DECKERS OUTDOOR CORPORATION 495- A SOUTH FAIRVIEW AVENUE GOLETA, CA 93117	55423	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT COEXISTENCE AGREEMENT DATED 07/10/2008	\$0.00
787	DEER PARK STATION LIMITED PARTNERSHIP 3102 MAPLE AVENUE SUITE 500 DALLAS, TX 75201	S# 2451	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2451) SPENCER AT EAST BLVD 9001 SPENCER HIGHWAY LA PORTE, TX	\$8,867.88

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
788	DEE'S SUGARHOUSE CENTER LLC 777 EAST 2100 SOUTH SALT LAKE CITY, UT 84106	S# 3757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3757) SUGAR HOUSE 2274 S 1300 E STE G1 SALT LAKE CITY, UT	\$9,680.29
789	DEFINO, LOUIS ADDRESS ON FILE	59070	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
790	DEGRACE, TABITHA ADDRESS ON FILE	58841	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
791	DELL SERVICE SALES PO BOX 22130 OAKLAND, CA 94623	55437	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ADOBE CREATIVE CLOUD LICENSES DATED 05/05/2016	\$0.00
792	DELTA DENTAL OF KANSAS, INC. COMPLIANCE OFFICER DELTA DENTAL OF KANSAS, INC. P.O. BOX 789769 WICHITA, KS 67278-9769	55450	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES SUBSCRIPTION AGREEMENT TO PROVIDE DENTAL BENEFITS DATED 01/01/2014	\$0.00
793	DEMANDWARE INC 5 WALL STREET BURLINGTON, MA 01803	72208	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT	\$129,243.36
794	DEMAR LOGISTICS, INC 376 E. LIES RD CAROL STEAM, IL 60188	55455	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 06/08/2008	\$39,391.83

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
795	DENH AND FUNG INVESTMENT LLC 3525 S CHICAGO STREET ATTN PRESIDENT SEATTLE, WA 98118	S# 6467	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6467) 7807 EVERGREEN WAY EVERETT, WA	\$4,733.29
796	DENNON, JENNIFER J. ADDRESS ON FILE	59036	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
797	DENTEGRA INSURANCE COMPANY OF NEW ENGLAND 122 WATER STREET, SUITE 203 BOSTON, MA 02109	55459	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES NEW HAMPSHIRE OUTLINE OF COVERAGE ACKNOWLEDGEMENT OF RECEIPT DATED 04/01/2015	\$0.00
798	DENTINGER, JENNIFER ADDRESS ON FILE	58973	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
799	DEOL, DILJEET ADDRESS ON FILE	58844	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
800	DERAS, LUIS E. ADDRESS ON FILE	58714	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
801	DESANTIS, VINCENT P. ADDRESS ON FILE	59041	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
802	DESERT PALMS HOLDING LLC 1707 E HIGHLAND SUITE 100 C/O KITCHELL DEVELOPMENT COMPANY PHOENIX, AZ 85016	S# 1213	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1213) DESERT PALMS POWER CENTRE 3833 E THOMAS RD PHOENIX, AZ	\$3,601.50
803	DESLOGES, STEPHANE ADDRESS ON FILE	58899	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
804	DESTIN LAND COMPANY L.L.C. 2665 S BAYSHORE DR SUITE 605B C/O ROSEN ASSOCIATES MIAMI, FL 33133	S# 4274	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4274) ISLAND PALM SHOPS 16055 EMERALD COAST PKWY DESTIN, FL	\$4,399.05
805	DETZLER, RACHEL ADDRESS ON FILE	59152	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
806	DEVELOPER OF MISSISSIPPI INC. C/O KELLIE HOLDER 1407A HARPER RD CORINTH, MS 38834	S# 328	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #328) EAST TOWN SC 2013 HIGHWAY 72 E CORINTH, MS	\$2,000.00
807	DEVELOPMENT DIMENSIONS INTERNATIONAL 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017	51643	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT AND ORIGINAL SERVICE AGREEMENT DATED 01/30/2008	\$0.00
808	DEVELOPMENT DIMENSIONS INTERNATIONAL 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017	51642	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO AGREEMENT DATED 08/20/2013	\$2,422.50

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
809	DEVILLE DEVELOPMENTS LLC 3951 CONVENIENCE CIRCLE N.W. SUITE 301 CANTON, OH 44718	S# 6242	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6242) 4515 W TUSCARAWAS BLVD CANTON, OH	\$2,800.00
810	DEWITT, MELANIE ADDRESS ON FILE	58749	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
811	DEWITT, MELANIE ADDRESS ON FILE	58940	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
812	DEZINE NEWS INC JAMES DAVID WAGNER, PRESIDENT/CEO DEZINE NEWS, INC. 4300 MACARTHUR AVE. #265 DALLAS, TX 75209	55490; 55493	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 12/06/2007	\$0.00
813	DGPOM MASTER TENANT LLC - C/O REDICO MANAGEMENT INC ONE TOWNE SQUARE SUITE 1600 ATTN: SVP OPERATIONS SOUTHFIELD, MI 48076	S# 4396	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4396) THE GATEWAY AT DETROIT 1371 WEST 8 MILE RD HIGHLAND PARK, MI	\$17,414.12
814	DIAZ, IVAN ADDRESS ON FILE	58859; 58873	PAYLESS INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
815	DIBANG SHOES CO., LTD. DIBANG INDUSTRIAL PARK CHINA SHOE CITY INDUSTRIAL ZONE SHUANGYU LUCHENG WENZHO ZHEJIANG, CHINA	55511; 55513	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
816	DIBANG SHOES CO., LTD. DIBANG INDUSTRIAL PARK CHINA SHOE CITY INDUSTRIAL ZONE SHUANGYU LUCHENG WENZHOU, ZHEJIANG, CHINA	55526; 55531; 55534; 55540; 55543	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
817	DIBANG SHOES CO., LTD. DIBANG INDUSTRIAL PARK CHINA SHOES CITY INDUSTRIAL ZONE SHUANGYU LUCHENG WENZHOU ZHEJIANG, CHINA	55518; 55520	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
818	DIEDEL, DAVID ADDRESS ON FILE	59086	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
819	DIEDEL, DAVID ADDRESS ON FILE	59023	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
820	DIEDEL, DAVID ADDRESS ON FILE	59175	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
821	DIMARCO BAYTOWNE ASSOCIATES LLC C/O BALDWIN REAL ESTATE CORPORATION 1950 BRIGHTGON HENRIETTA TOWN LINE ROAD ROCHESTER, NY 14623	S# 6570	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6570) BAYTOWNE PLAZA 1900 EMPIRE BLVD WEBSTER, NY	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
822	DIPIETRO, SUSAN ADDRESS ON FILE	58750	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
823	DISABILITY RESOURCE ASSOCIATION 130 BRANDON WALLACE WAY FETUS, MO 63028	55554	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 12/03/2015	\$0.00
824	DISCOUNT SHOES HAWAII, INC 46-028 KAWA STREET KANE OHE, HI 96744	55563	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/19/1992	\$0.00
825	DISCOVER FINANCIAL SERVICES 2500 LAKE COOK ROAD RIVERWOODS, IL 60015	55574; 55575; 55579	EASTBOROUGH, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT NEW MERCHANT SERVICES AGREEMENT DATED 10/16/2009	\$0.00
826	DISCOVER FINANCIAL SERVICES 2500 LAKE COOK ROAD, RIVERWOODS,, IL 60015	55568	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT MERCHANT SERVICE AGREEMENT DATED 09/09/2009	\$0.00
827	DISCOVERY HARBOUR SHOPPING CENTER LTD. SUITE 406 - 4190 LOUGHEED HIGHWAY BURNABY, BC V5C 6A8 CANADA	S# 6916	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6916) DISCOVERY HARBOUR CENTRE 160 1436 ISLAND HWY CAMPBELL RIVER, BC	\$1,114.98
828	DISLI, VESSICA ADDRESS ON FILE	58753	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
829	DISNEY CONSUMER PRODUCTS 500 S.BUENA VISTA ST BURBANK, CA 91521	55581	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/21/2011	\$175,126.80
830	DISNEY CONSUMER PRODUCTS, INC 500 S. BUENA VISTA ST. BURBANK, CA 91521	72293	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
831	DISNEY CONSUMER PRODUCTS, INC 500 S. BUENA VISTA ST. BURBANK, CA 91521	72299	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT TO TRANSFER LICENSE, EXTENDED END DATE, AND NOT ADDITIONAL ADVANCES.	\$0.00
832	DISNEY CONSUMER PRODUCTS, INC 500 S. BUENA VISTA ST. BURBANK, CA 91521	55587	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 11TH AMENDMENT TO THE LICENSE AGREEMENT DATED 10/15/2010	\$0.00
833	DISNEY CONSUMER PRODUCTS, INC 500 S. BUENA VISTA ST., BURBANK, CA 91521	55593	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT 1ST AMENDMENT TO THE STANDARD TERMS AND CONDITIONS DATED 10/15/2010	\$0.00
834	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72303	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISNEY CONSUMER PRODUCTS, INC. REFERENCE PACKET REFERENCE PACKET IS PART OF THE FULL LICENSING AGREEMENT	\$0.00
835	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72301	PAYLESS SHOESOURCE WORLDWIDE, INC.	FIRST AMENDMENT TO THE STANDARD TERMS AND CONDITIONS DATED NOVEMBER 15, 2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
836	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72291; 72308	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
837	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72306	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT REMOVING LICENSE TO USE THE POWER RANGERS PROPERTY	\$0.00
838	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72304	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT; CONSENT TO TRANSFER LICENSE	\$0.00
839	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72295	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE TO TRANSFER	\$0.00
840	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	55597	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT CONSUMER PRODUCTS LICENSE DATED 10/15/2010 PLUS AMENDMENTS	\$0.00
841	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	55601	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT STANDARD TERMS AND CONDITIONS DATED 11/15/2016 PLUS AMENDMENTS	\$0.00
842	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72302	PAYLESS SHOESOURCE WORLDWIDE, INC.	SCHEDULE TO LICENSE AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
843	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72307	PAYLESS SHOESOURCE WORLDWIDE, INC.	SCHEDULE TO LICENSE AGREEMENT SCHEDULE INCORPORATES THE STANDARD TERMS OF 11/15/16	\$0.00
844	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST. BURBANK, CA 91521	72305	PAYLESS SHOESOURCE WORLDWIDE, INC.	SCHEDULE TO LICENSE AGREEMENT SCHEDULE IS INCLUDED AS PART OF THE FULL LICENSING AGREEMENT	\$0.00
845	DISNEY CONSUMER PRODUCTS, INC. 500 S. BUENA VISTA ST., BURBANK, CA 91521	72288	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT TO CLARIFY THE EFFECTIVE DATE, END DATE, AND QUALIFIED TERRITORIES IN THE AGREEMENT	\$0.00
846	DISTINCTIVE MEETINGS, INC. 15020 W. 117TH STREET OLATHE, KS 66042	55606	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT EVENT MANAGEMENT AGREEMENT DATED 03/31/2016	\$0.00
847	DISTRICT SCHOOL BOARD OF PASCO COUNTY 7227 LAND O' LAKES BOULEVARD LAND O'LAKES, FL 34638	55611	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/14/2013	\$0.00
848	DISTRICT SCHOOL BOARD OF PASCO COUNTY 7227 LAND O'LAKES BOULEVARD LAND O'LAKES, FL 34638	55614	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/04/2013	\$0.00
849	DLA PIPER HONG KONG 17TH FLOOR, EDINBURGH TOWER, THE LANDMARK 15 QUEEN'S ROAD CENTRAL HONG KONG, HONG KONG	59257	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
850 DMBGROUP, LLC 1401 SHOAL CREEK STE 250 HIGHLAND VILLAGE, TX 75077	55617	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT EXHIBIT A ORDER SCHEDULE DATED 06/10/2015	\$0.00
851 DOMNERN SOMGIAT & BOONMA LAW OFFICE LTD. (DS&B) 719 SI PHRAYA ROAD, BANGRAK BANGKOK, 10500 THAILAND	59258	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
852 DONAHUE & PARTNERS 5 TIMES SQUARE NEW YORK, NY 10036	67882; 67884; 67886; 67887; 67892; 67895; 67900; 67902; 67905; 67908; 67911; 67913; 67915; 68011; 68012; 68013; 68014; 68015; 68016; 68017; 68018; 68019; 68020; 68021; 68022; 68023; 68024; 68025; 68026	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	LEGAL SERVICE AGREEMENT DATED 11/4/2016	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
853 DONAHUE & PARTNERS 5 TIMES SQUARE NEW YORK, NY 10036	67981; 67983; 67984; 67985; 67986; 67987; 67988; 67989; 67990; 67991; 67992; 67993; 67994; 67995; 67996; 67997; 67998; 67999; 68000; 68001; 68002; 68003; 68004; 68005; 68006; 68007; 68008; 68009; 68010	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	LEGAL SERVICE AGREEMENT DATED 12/9/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
854 DONAHUE & PARTNERS 5 TIMES SQUARE NEW YORK, NY 10036	67923; 67925; 67927; 67929; 67931; 67932; 67935; 67937; 67939; 67941; 67942; 67944; 67946; 67949; 67951; 67952; 67954; 67955; 67957; 67959; 67964; 67966; 67968; 67970; 67972; 67974; 67976; 67977; 67979	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	LEGAL SERVICE AGREEMENT DATED 7/7/2016	\$0.00
855 DONAHUE SCHRIER REALTY GROUP L.P. 200 E. BAKER STREET SUITE 100 ATTN: ASSET MANAGEMENT COSTA MESA, CA 92626	S# 4333	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4333) COUNTRYSIDE MARKETPLACE 30230 HAUN RD MENIFEE, CA	\$9,170.09
856 DONAHUE SCHRIER REALTY GROUP L.P. 3501 DEL PASO ROAD SUITE #100 SACRAMENTO, CA 95835	S# 5636	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5636) NATOMAS MARKETPLACE 3651 TRUXEL RD SACRAMENTO, CA	\$8,372.98

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
857	DONAHUE SCHRIBER REALTY GROUP LP 3501 DEL PASO ROAD SUITE #100 SACRAMENTO, CA 95835	S# 1173	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1173) ROSEVILLE CENTER 1921 DOUGLAS BLVD ROSEVILLE, CA	\$8,788.67
858	DONAHUE SCHRIBER 3501 DEL PASO ROAD SUITE 100 SACRAMENTO, CA 95835	S# 5625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5625) 7601 LAGUNA BLVD #140 ELK GROVE, CA	\$11,473.69
859	DONDE LLC AND NUGGET MALL LLC 115 N 85TH STREET SUITE 202 PMB 48 DBA LOVELESS TOLLEFSON PROPERTIES SEATTLE, WA 98103	S# 5535	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5535) NUGGET MALL 8745 GLACIER HWY JUNEAU, AK	\$3,674.79
860	DONGGUAN GUANGLING LEATHER CO., LTD. THE 2ND FANMO RAOD SHIMEI COMMUNITY WANJIANG DISTRICT DONGGUAN GUANGDONG, CHINA	55619; 55622; 55625	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/23/2017	\$0.00
861	DONGGUAN GUANGLING LEATHER CO., LTD. THE 2ND FANMO ROAD SHIMEI COMMUNITY WANJIANG DISTRICT DONGGUAN GUANGDONG, CHINA	55628; 55633	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/23/2017	\$0.00
862	DONGGUAN MAYNALISA FOOTWEAR CO., LTD. NO. 1 JINSHUN ROAD 2ND INDUSTRIAL ZONE HUANGANG VILLAGE HOE JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55657; 55658	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
863	DONGGUAN MAYNALISA FOOTWEAR CO., LTD. NO. 1, HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55638; 55642	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
864	DONGGUAN MAYNALISA FOOTWEAR CO., LTD. NO. 1, HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55645; 55649; 55653	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
865	DONGGUAN O'LISA FOOTWEAR CO., LTD. NO. 1 HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANDONG, CHINA	55700; 55703	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
866	DONGGUAN O'LISA FOOTWEAR CO., LTD. NO. 1 HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55683; 55687; 55691; 55694; 55696	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
867	DONGGUAN O'LISA FOOTWEAR CO., LTD. NO. 1, HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55662; 55663	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
868	DONGGUAN O'LISA FOOTWEAR CO., LTD. NO. 1, HUJING ROAD HOU JIE TOWN DONG GUAN CITY GUANGDONG, CHINA	55671; 55675; 55679	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
869	DONGGUAN O'LISA FOOTWEAR CO., LTD. NO. 1, HUJING ROAD, HOU JIE TOWN, DONG GUA CITY GUANGDONG, CHINA	55667	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
870	DONGGUAN PANHONG FOOTWEAR CO., LTD SHATANGZAI MANAGEMENT INDUSTRIAL XINTANG VILLAGE, HOUJIE TOWN, DONGGUAN CITY, GUANDONG, CHINA	55707; 55709; 55713; 55717; 55718	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/23/2017	\$0.00
871	DONGGUAN U-SHOW SHES CO., LTD. NO. 2 CAI YUN EAST ROAD LIAO XIA VILLAGE HOU JIE TOWN DONG GUAN CITY GUANG DONG PROVINCE, CHINA	55722	COLLECTIVE BRANDS LOGISTICS, LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
872	DONGGUAN U-SHOW SHOES CO., LTD. NO. 2 CAI YUN EAST ROAD LIAO XIA VILLAGE HOU JIE TOWN DONG GUAN CITY GUANG DONG PROVINCE, CHINA	55741	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
873	DONGGUAN U-SHOW SHOES CO., LTD. NO. 2. CAI YUN EAST ROAD LIAO XIA VILLAGE HOU JIE TOWN DONG GAUN CITY GUANG DONG PROVINCE, CHINA	55760; 55762	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
874	DONGGUAN U-SHOW SHOES CO., LTD. NO.2, CAI YUN EAST ROAD LIAO XIA VILLAGE, HOU JIE TOWN DONG GUAN CITY, GUANG DONG PROVINCE, CHINA	55732; 55735	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
875	DONGGUAN U-SHOW SHOES CO., LTD. NO.2, CAI YUN EAST ROAD LIAO XIA VILLAGE, HOU JIE TOWN DONG GUAN CITY, GUANG DONG PROVINCE, CHINA	55748; 55752; 55756	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
876	DONGYANG LUOSHAN LEISURE PRODUCTS CO., LTD GANTANG VILLAGE, QIANXIANG TOWN DONGYANG CITY ZHEJIANG PROVINCE, CHINA	55766; 55770	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 08/03/2016	\$0.00
877	DONGYANG LUOSHAN LEISURE PRODUCTS CO., LTD GANTANG VILLAGE, QIANXIANG TOWN, DONGYANG CITY DONGYANG CITY ZHEJIANG PROVINCE ZHEJIANG PROVINCE, CHINA	55774	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 08/03/2016	\$0.00
878	DONGYANG LUOSHAN LEISURE PRODUCTS CO., LTD. GANTANG VILLAGE, QIANXIANG TOWN DONGYANG CITY ZHEJIANG PROVINCE, CHINA	55367; 55776	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 08/03/2016	\$0.00
879	DONGYI SHOES (SUZHOU) CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU, ZHE JIANG, CHINA	55370; 55373	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
880	DONGYI SHOES (SUZHOU) CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU, ZHE JIANG, CHINA	55380; 55382; 55387	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
881	DONGYI SHOES CO., LTD. NO. 24 AREA OF CHINA SHEOS CAPITAL WENZHOU ZHE JIANG, CHINA	55399; 55401	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
882	DONGYI SHOES CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU ZHE JIANG, CHINA	55417; 55421	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
883	DONGYI SHOES CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU ZHE JIANG, CHINA	55394	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
884	DONGYI SHOES CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU, ZHE JIANG, CHINA	55405; 55408; 55412	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
885	DONGYI SHOES CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL, WENZHOU ZHE JIANG, CHINA	55389	COLLECTIVE BRANDS LOGISTICS, LIMITED	CUSTOMER AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
886	DONGYI SHOES CO., LTD., NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU ZHE JIANG, CHINA	55428	COLLECTIVE BRANDS LOGISTICS, LIMITED	VENDOR AGREEMENT SOURCE AGREEMENT DATED 03/15/2016	\$0.00
887	DONGYI SHOES CO., LTD., NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU ZHE JIANG, CHINA	55432	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
888	DONOHOO, ROBERT C. ADDRESS ON FILE	59025	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
889	DONOVAN, DARLENE ADDRESS ON FILE	58740	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
890	DONOVAN, DARLENE ADDRESS ON FILE	58942	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
891	DONYGI SHOES CO., LTD. NO. 24 AREA OF CHINA SHOES CAPITAL WENZHOU, ZHE JIANG, CHINA	55447; 55451	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
892	DOOZER (FUJIAN) SHOES CO., LTD. YANGDAI INDUSRY AREA CHENDAI JINJIANG FUJIAN, CHINA	55457	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
893	DOOZER (FUJIAN) SHOES CO., LTD. YANGDAI INDUSTRY AREA CHENDAI JINJIANG FUJIAN, CHINA	55461; 55466	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
894	DOOZER SHOES CO., LTD. YANGDAI INDUSTRY AREA CHENDAI FUJIAN, CHINA	55471; 55475; 55477; 55481; 55484	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
895	DOOZER(FUJIAN) SHOES CO, LTD YANGDAI INDUSTRY AREA CHENDAI JINJIAN, CHINA	55488; 55492	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
896	DOOZER(FUJIAN) SHOES CO., LTD YANGDAI INDUSTRY AREA CHENDAI JINJIAN, CHINA	55496; 55500; 55503	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
897	DORAL HOLDINGS LIMITED AND 430635 ONTARIO INC SUITE GG1 THE SEAWAY MALL 800 NIAGARA STREET NORTH WELLAND, ON L3C 5Z4 CANADA	S# 5957	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5957) SEAWAY MALL 800 NIAGARA STREET WELLAND, ON	\$0.00
898	DORVAL PROPERTY CORPORATION 352 AVENUE DORVAL SUITE 208 C/O STRATHALLEN PROPERTY MANAGEMENT OFFI DORVAL, QC H9S 3H8 CANADA	S# 5923	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5923) LES JARDINS DORVAL 372 AVE DORVAL DORVAL, QC	\$0.00
899	D'ORVILLIERS, KAYCIE M. ADDRESS ON FILE	59176	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
900	DOSSO, KARMA ADDRESS ON FILE	59058	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
901	DOUGLASS, STEVEN J. ADDRESS ON FILE	59022	PAYLESS SHOESOURCE, INC.	SERVICE AGREEMENT RETIREMENT AGREEMENT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
902 DOWNTOWN WOODINVILLE L.L.C. 2608 SECOND AVENUE #100 C/O TRF PACIFIC LLC SEATTLE, WA 98121	S# 2526	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2526) 13930 NE 178TH PLACE SUITE 102 WOODINVILLE, WA	\$9,237.27
903 DPL ENERGY RESOURCES, INC 1065 WOODMAN DRIVE DAYTON, OH 45432	55515	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT MERCANTILE CUSTOMER GENERATION SUPPLY AGREEMENT DATED 10/02/2012 PLUS AMENDMENTS	\$0.00
904 DPL ENERGY RESOURCES, INC. 1065 WOODMAN DRIVE DAYTON, OH 45432	55523	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MERCANTILE AGREEMENT DATED 10/2/2012	\$0.00
905 DPL ENERGY RESOURCES, INC. 1065 WOODSMAN DRIVE DAYTON, OH 45432	55519	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONFIRMATION AGREEMENT DATED 10/14/2014	\$0.00
906 DPL ENERGY 1065 WOODMAN DRIVE DAYTON, OH 45432	55510	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONFIRMATION (DUPLICATE) DATED 08/05/2015	\$0.00
907 DPL ENERGY 1065 WOODMAN DRIVE DAYTON, OH 45432	55507	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AGREEMENT DATED 10/01/2012	\$0.00
908 DRAGON EYES HONG KONG LIMITED ATTN: KAREN WONG/HELEN CHEN 3 SALISBURY ROAD TST KOWLOON ROOM 905 STAR HOUSE HONG KONG SAR, CHINA	55528	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 09/03/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
909	DREAMWORKS ANIMATION LICENSING, LLC ATTENTION: CONSUMER PRODUCTS DIVISION 1000 FLOWER STREET GLENDALE, CA 91201	55532	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 01/01/2016	\$117,450.07
910	DRESS FOR SUCCESS 5001 BAUM BLVD. SUITE 550 PITTSBURGH, PA 15213	55536	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/30/2016	\$0.00
911	DUBAS, SUSAN ADDRESS ON FILE	58950	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
912	DUCHARME, MCMILLEN & ASSOCIATES, INC. 6610 MUTUAL DRIVE FORT WAYNE, IN 46825	55539	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PROFESSIONAL SERVICES AGREEMENT DATED 12/08/2016	\$0.00
913	DUCHARMIE, MCMILLEN & ASSOCIATES, INC. 828 S. HARRISON STREET SUITE 650 FORT WAYNE, IN 46802	55544	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PROFESSIONAL SERVICES AGREEMENT DATED 01/18/2017	\$0.00
914	DUFFERIN MALL HOLDINGS INC C/O PRIMARIS MANAGEMENT INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX TORONTO, ON M5C 2V9 CANADA	S# 5801	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5801) DUFFERIN MALL 900 DUFFERIN ST TORONTO, ON	\$2,888.41
915	DUNHAM, SHERRY ADDRESS ON FILE	59154	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
916	DURGA LLC 11320 CHESTER ROAD CINCINNATI, OH 45246	S# 645	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #645) CHERRYLAND CENTER 1708 S GARFIELD TRAVERSE CITY, MI	\$2,484.00
917	DURHAM HOLDINGS LIMITED C/O RIOCAN RE INVESTMENT TRUST; RIOCAN Y 2300 YONGE STREET SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 5950	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5950) DURHAM CENTRE 40 KINGSTON RD E AJAX, ON	\$3,326.43
918	DURKEE DRAYAGE COMPANY 3655 COLLINS AVE RICHMOND, CA 94806	55547	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/14/2016	\$42,078.35
919	DUSCIO, LISA ADDRESS ON FILE	59157	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
920	DYNAMEX INC 5429 LBJ FREEWAY DALLAS, TX 75240	55553	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 09/14/2008	\$30,802.08
921	DYNAMEX OPERATIONS EAST, LLC 5429 LBJ FREEWAY, SUITE 1000 DALLAS, TX 75240	55555	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 03/23/2014	\$0.00
922	DYNAMIC ASSETS LIMITED 601 PRINCE'S BUILDING CHATER ROAD CENTRAL, HONG KONG	42840	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
923	DYNAMIC ASSETS LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55558	SHOE SOURCING, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 04/25/2000	\$0.00
924	DYNAMIC ASSETS LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55561	COLLECTIVE BRANDS LOGISTICS, LIMITED	LEASE: BUILDING AND LAND SUBLEASE AGREEMENT DATED 05/01/2008	\$0.00
925	DYNAMIC ASSETS LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55565	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSING AGREEMENT DATED 07/01/2002	\$0.00
926	DYNAMIC ASSETS LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55570	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
927	DYNAMIC ASSETS LIMITED SUITE 2112A 21/F EXCHANGE TOWER 33 WANG CHIU ROAD KOWLOON BAY, HONG KONG	55573	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/15/1999	\$0.00
928	DYNASTY FOOTWEAR 800 N SEPULVDA BLVD EL SEGUNDO, CA 90245	55578	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
929	DYNASTY FOOTWEAR 800 N SEPULVEDA BLVD EL SEGUNDO, CA 90245	55580	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND GENERAL RELEASE DATED 04/11/1998	\$0.00
930	DYNASTY FOOTWEAR-SANTANA SHOES 800 N SEPULVEDA BLVD EL SEGUNDO, CA 90245-2702	55584	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER CHANGES TO PURCHASE ORDER LETTER DATED 01/02/2002	\$0.00
931	DYSON, SUZANNE ADDRESS ON FILE	58953	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
932	E&N SPENO PROPERTIES 1142 WINCHESTER BLVD SAN JOSE, CA 95128	S# 1008	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1008) 781 W HAMILTON AVE CAMPBELL, CA	\$30,533.95
933	E. S. ORIGINALS INC 450 W. 33RD NEW YORK, NY 10001	55599	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
934	E.S. ORIGINALS INC 450 W 33RD NEW YORK, NY 10001	55610	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
935	E.S. ORIGINALS 450 W 33RD NEW YORK, NY 10001	55603	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
936	E.S. ORIGINALS 450 W 33RD NEW YORK, NY 10001	55607	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 04/09/2002	\$0.00
937	E.S. ORIGINALS, INC. 450 WEST 33RD STREET ATTN: EDDIE ESSES NEW YORK, NY 10001	55616	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/26/2004	\$0.00
938	E.S. ORIGINALS, INC. C/O EDDIE ESSES 450 WEST 33RD STREET NEW YORK, NY 10001	54998	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/26/2004	\$0.00
939	EAGLE EXPRESS, INC 7449 SHIPLEY AVENUE HARMANS, MD 21077	55618	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 06/10/2012	\$0.00
940	EAGLE FREIGHT & BROKARAGE SERVICE LTD 8 BRASIL STREET CASTREES, ST. LUCIA	55623	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT BROKERAGE - POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
941	EAGLE FREIGHT & BROKARAGE SERVICE LTD 8 BRASIL STREET CASTREES, ST. LUCIA	55626	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE-POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
942	EAGLE ROCK HOLDINGS LLC PO BOX 2393 C/O FLORIDA COMMERCIAL ENTERPRISES LLC STUART, FL 34995	S# 326	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #326) SHOPPES AT MARKET PLACE 4203 SE FEDERAL HWY STUART, FL	\$5,363.47

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
943	EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	55630	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 03/03/1999	\$0.00
944	EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	55637	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 07/01/2000	\$0.00
945	EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	55640	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2000	\$0.00
946	EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	55643	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
947	EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42841	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
948	EASTGATE SQUARE GP INC C/O BENTALL KENNEDY (CANADA) LP 65 PORT STREET EAST UNIT 110 MISSISSAUGA, ON L5G 4V3 CANADA	S# 5817	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5817) EASTGATE SQUARE 75 CENTENNIAL PKWY NORTH STONE CREEK, ON	\$2,256.32
949	EASTMAN FOOTWAER CORP. 34 WEST 33RD STREET, FLOOR 9 SOUTH NEW YORK, NY 10001	55648	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 05/01/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
950	EASTMAN FOOTWEAR CORP. 34 W. 33RD STREET, FLOOR 9 SOUTH NEW YORK, NY 10001	55650	SHOE SOURCING, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 05/14/2001	\$0.00
951	EASTMAN FOOTWEAR CORP. 34 WEST 33RD STREET, FLOOR 9 SOUTH NEW YORK, NY 10001	55654	PAYLESS SHOESOURCE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 07/08/1997	\$0.00
952	EASTMAN FOOTWEAR CORP. 34 WEST 33RD STREET, FLOOR 9 SOUTH NEW YORK, NY 10001	55660	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE ORDER TERMS DATED 01/10/2002	\$0.00
953	EASTMAN FOOTWEAR CORP., C/O MAX MIZRAHI EASTMAN FOOTWEAR CORPORATION 34 WEST 33RD STREET, FLOOR 9-S NEW YORK, NY 10001	55665	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/01/2009	\$0.00
954	EASTPORT PLAZA SHOPPING CENTER L.P. 200 S. LOS ROBLES AVENUE SUITE 510 PASADENA, CA 91101	S# 3938	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3938) EASTPORT PLAZA 4124 SE 82ND AVENUE PORTLAND, OR	\$5,690.84
955	EBIX INC., BPO DIVISION 151 N. LYON AVENUE, HEMET,, CA 92543	55669	PAYLESS INC.	SERVICE CONTRACT DATA MANAGEMENT SERVICES AGREEMENT DATED 02/01/2012	\$0.00
956	ECOVA, INC. (F/K/A ADVANTAGE IQ, INC.) 1313 N. ATLANTIC ST. 5TH FLOOR SPOKANE, WA 99201	55673	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICE AGREEMENT DATED 12/22/2009 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
957	ECOVA, INC. (F/K/A ADVANTAGE IQ, INC.) 1313 N. ATLANTIC ST. 5TH FLOOR SPOKANE, WA 99201	55676	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TO MASTER SERVICES AGREEMENT DATED 12/22/2011	\$0.00
958	ED RIKE PLUMBING P.O. BOX 519 LEWISBURG, OH 45338	55681	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT FIXED PRICE AGREEMENT DATED 03/09/2016	\$0.00
959	EDDIE BAUER LLC- ATTN: MISTY NAHOPII 10401 NE 8TH STREET SUITE 500 BELLEVUE, WA 9804	55686	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 04/08/2016	\$0.00
960	EDENS LIMITED PARTNERSHIP C/O MARKET AT LAKE HOUSTON PO BOX 528 COLUMBIA, SC 29202	S# 3060	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3060) THE MARKET AT LAKE HOUSTON 7405 FM 1960 EAST 202 ATASCOCITA, TX	\$7,519.57
961	EDWARD AND MARGARET L. MUNOZ P.O. BOX 850 GALLUP, NM 87301	S# 3588	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3588) 819 U.S. 491 GALLUP, NM	\$3,200.00
962	EDWARDS, JANNA ADDRESS ON FILE	58662	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
963	EES FACILITY SERVICES 17 CRESTON AVE DAYTON, OH 45404	55689	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT OPTIMUM MECHANICAL MAINTENANCE PROGRAM DATED 05/18/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
964	EHS FREIGHTLINER LTD BUILDING #1, BRIGHTON WAREHOUSE, COMPLEX ST MICHAEL, BARBADOS	55695	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE-POOL POINT AGREEMENT DATED 03/01/2016	\$0.00
965	ELAINE LARSSON 3608 43RD AVENUE NE SEATTLE, WA 98105	S# 3020	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3020) 100 SW 143RD ST BURIEN, WA	\$4,312.33
966	ELAN-POLO INC 2005 WALTON ROAD ST. LOUIS, MO 63114	55699	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
967	ELDRIDGE CROSSING LTD C/O PROPERTY COMMERCE ATTN: S. JAY WILLI 8555 WESTHEIMER ROAD SUITE 100 HOUSTON, TX 77063	S# 2031	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2031) ELDRIDGE CROSSING SHOPPING CENTER 12637 FM 1960 RD W HOUSTON, TX	\$6,435.93
968	ELGIN MALL LLC 417 WELLINGTON STREET ST THOMAS, ON N5R 5J5 CANADA	S# 5852	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5852) ELGIN MALL 417 WELLINGTON ST ST THOMAS, ON	\$21.10
969	ELIS, LLC 28 WEST 36TH STREET NEW YORK, NY 10018	55704	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/29/2016	\$0.00
970	ELIS, LLC 28 WEST, 36TH STREET NEW YORK, NY 10018	55708	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 02/03/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
971	ELIS, LLC 28 WEST, 36TH STREET NEW YORK, NY 10018	55712	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS	\$0.00
972	ELITE INVESTIGATIONS 538 WEST 29TH STREET NEW YORK, NY 10001	49178	PAYLESS SHOESOURCE, INC.	SOW - GUARD COVERAGE DATED 4/24/2015	\$0.00
973	ELKTON ASSOCIATES LIMITED PARTNERSHIP 601 E. PRATT ST. SUITE 600 BALTIMORE, MD 21202	S# 5409	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5409) BIG ELK MALL 131 BIG ELK MALL ELKTON, MD	\$6,814.39
974	ELLIS HOSIERY MILLS INC ATTN: RUSS REIGHLEY, PRESIDENT P.O. BOX 1088 HICKORY, NC 28601	55715	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 10/21/2004	\$0.00
975	ELLJAY PROPERTIES II LLC 9316 E HARVARD AVENUE DENVER, CO 80231	S# 1324	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1324) 4600 SUMMER AVE MEMPHIS, TN	\$2,448.17
976	ELMRIDGE ASSOCIATES P.O. BOX 26488 ROCHESTER, NY 14626-0488	S# 6573	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6573) ELM RIDGE PLAZA 270 ELM RIDGE CENTER DRIVE ROCHESTER, NY	\$0.00
977	ELMWOOD RETAIL PROPERTIES LLC 1200 SOUTH CLEARVIEW PARKWAY SUITE 1166 C/O LAURICELLA LAND COMPANY LLC NEW ORLEANS, LA 70123	S# 1277	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1277) ELMWOOD VILLAGE 1200 S CLEARVIEW PKY HARAHAN, LA	\$6,975.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
978	ELYSIAN FIELDS SHOPS II LLC C/O MARKET LAND COMPANY 1104 ORDWAY PLACE NASHVILLE, TN 37206	S# 6715	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6715) ELYSIAN FIELD SHOPPING CENTER 3991 NOLENSVILLE RD NASHVILLE, TN	\$3,303.47
979	E-MART LTD. CO., LTD. 333-16, SEONGSU-2-GA, SCONGDONG-GU SEOUL, KOREA, REPUBLIC OF	55719	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 06/01/2011	\$0.00
980	EMC CORPORATION 171 SOUTH ST HOPKINTON, MA 01748-9103	55725	PAYLESS SHOESOURCE, INC.	IT CONTRACT AGREEMENT FOR SALE DATED 07/22/1996	\$0.00
981	EMC CORPORATION 176 SOUTH ST HOPKINTON, MA 01748	55726	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PROFESSIONAL SERVICES AGREEMENT DATED 08/22/2007 PLUS STATEMENTS OF WORK	\$0.00
982	EMKAY CANADA LEASING CORP. 805 W THORNDALE AVE ITASCA, IL 60143	55729	PAYLESS SHOESOURCE CANADA LP	LEASE: AUTO VEHICLE LEASE AGREEMENT DATED 03/03/2010	\$0.00
983	EMKAY CANADA LEASING CORP. 805 W THORNDALE AVE ITASCA, IL 60143	55733	PAYLESS SHOESOURCE CANADA LP	LEASE: AUTO VEHICLE LEASE AGREEMENT DATED 03/03/2010 PLUS AMENDMENTS	\$0.00
984	EMKAY CARIBBEAN LEASING CORP. 805 W. THORNDALE AVE. ITASCA, IL 60143	55737	PAYLESS SHOESOURCE, INC.	LEASE: AUTO CARIBBEAN LEASING AGREEMENT DATED 03/03/2010	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
985	EMKAY CARIBBEARN LEASING CORP. 805 W. THORNDALE AVE. ITASCA, IL 60143	55739	PAYLESS SHOESOURCE, INC.	LEASE: AUTO VEHICLE LEASE AGREEMENT DATED 03/03/2010	\$0.00
986	EMKAY CARRIBEAN LEASING CORP. ATTN: GREG DEPACE 803 W. THORNDALE AVE ITASCA, IL 60143	55744	PAYLESS SHOESOURCE, INC.	LEASE: AUTO VEHICLE LEASE AGREEMENT DATED 03/03/2010	\$0.00
987	EMKAY, INC. 805 W. THORNDALE AVE. ITASCA, IL 60143	55747	PAYLESS SHOESOURCE, INC.	LEASE: AUTO VEHICLE LEASING AGREEMENT DATED 02/11/2010	\$29,810.45
988	EMPLOYEMENT PLUS, INCORPORATED 1801 S.LIBERTY DR, SUITE 300 BLOOMINGTON, IN 47403	55755	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT DATED 09/25/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
989 ENDURANCE 303 WEST MADISON SUITE 1800 CHICAGO, IL 60606	49920; 49924; 49925; 49931; 49933; 49937; 49940; 49945; 49949; 49951; 49953; 49957; 49961; 49964; 49967; 49973; 49979; 49984; 49987; 49992; 49996; 50003; 50007	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	PROPERTY DIC - CA (PRIMARY) POLICY NUMBER CPN10010601400	\$0.00
990 ENSLOW, ROWAN ADDRESS ON FILE	58933	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
991 ENTERPRISE-EAGLE PASS ASSOCIATES L.P. C/O JONES LANG LASALLE MANAGEMENT SERVIC 3344 PEACHTREE ROAD SUITE 1200 ATLANTA, GA 30326	S# 2559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2559) MALL DE LAS AGUILAS 455 S BIBB AVE EAGLE PASS, TX	\$11,622.47
992 ENVIRONMENTAL ENGINEERING SYSTEMS 17 CRESTON AVE DAYTON, OH 45404	55350	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/01/2013	\$100.82

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
993 EQUALIZER ACCESSORIES LTD 930 NEW DURHAM RD EDISON, NJ 08817	55356	PAYLESS SHOESOURCE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 10/06/1997	\$0.00
994 EQUITY ONE (BIRD 107) LLC 1600 NE MIAMI GARDENS DRIVE NORTH MIAMI BEACH, FL 33179	S# 3466	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3466) BIRD 107 PLAZA 10615 SW 40TH ST MIAMI, FL	\$6,864.46
995 EQUITY ONE (DARINOR) LLC ATTN: LEGAL DEPARTMENT 1600 NORTHEAST MIAMI GARDENS DRIVE NORTH MIAMI BEACH, FL 33179	S# 5546	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5546) DARINOR PLAZA 500 CONNECTICUT AVENUE NORWALK, CT	\$14,352.09
996 EQUITY ONE (SHERIDAN PLAZA) LLC 1600 N.E. MIAMI GARDENS DRIVE ATTN: LEGAL DEPT. NORTH MIAMI BEACH, FL 33179-4902	S# 4014	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4014) SHERIDAN PLAZA 5101 SHERIDAN ST #24 HOLLYWOOD, FL	\$10,084.97
997 ERGS XIV REO OWNER LLC C/O GOLDMAN SACHS REALTY MANAGEMENT LP 6011 CONNECTION DRIVE; ATTN: COMMERCIAL IRVING, TX 75039	S# 2977	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2977) SANTA MARIA TOWN CENTER 261 TOWN CTR E SANTA MARIA, CA	\$7,404.69
998 ERIC CARLE, LLC 84 NORTH STREET NORTHAMPTON, MA 01060	87974	PAYLESS SHOESOURCE WORLDWIDE, INC.	LETTER AGREEMENT PLUS AMENDMENT	\$0.00
999 ERNST & YOUNG, LLP. 1200 MAIN STREET, SUITE 2500, KANSAS CITY., MO 64105	55456	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/18/2012 PLUS AMENDMENTS	\$52,000.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1000	ESCOLA DE NATACAO AV PAULISTA 2073 17 ANDAR CERQUEIRA CESAR SAO PAULO, BRAZIL	55460	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 11/05/2014	\$0.00
1001	E-SHEN ELECTRONIC WEY-U INDUSTRIAL ZONE NAN-LA VILLAGE DAW-JIAW TOWN DUANG DONG DONG GUAN CITY, CHINA	87970	PAYLESS INC.	INDEMNITY AGREEMENT DATED 05/01/2009	\$0.00
1002	ESKO-GRAPHICS INC. 8535 GANDER CREEK DR MIAMISBURG, OH 45342	72231	PAYLESS SHOESOURCE, INC.	PREMIUMCARE SOFTWARE SERVICE CONTRACT	\$0.00
1003	ESQUIRE FOOTWEAR LLC 385 5TH AVENUE FLOOR 2 NEW YORK, NY 10016	55464	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/06/2016	\$0.00
1004	ESQUIRE FOOTWEAR, LLC 385 5TH AVENUE FLOOR 2 NEW YOURK, NY 10016	55469	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/01/2016	\$0.00
1005	ESRT 1359 BROADWAY LLC C/O NEWMARK & COMPANY REAL ESTATE. INC. 1350 BROADWAY NEW YORK, NY 10018	55474	PAYLESS NYC, INC.	LEASE: BUILDING AND LAND AGREEMENT OF LEASE DATED 06/26/2014	\$0.00
1006	ESTATE OF S.E. WOOD JR. ET AL PO BOX 1782 DRIPPING SPRINGS, TX 78620	S# 953	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #953) 101 E END BLVD S MARSHALL, TX	\$3,016.92

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1007	ESTENES, CRISTINA ADDRESS ON FILE	58845	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
1008	ESTHER ALISON LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES BOCA RATON, FL 33431-4230	S# 186	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #186) 22701 HARPER AVE SAINT CLAIR SHORES, MI	\$2,936.43
1009	ESTHER JEFFREY LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 2017	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2017) 2003 S MISSION ST MOUNT PLEASANT, MI	\$3,338.44
1010	ESTHER JEFFREY LLC C/O KIN PROPERTIES INC 185 NW SPANISH RIVER BLVD SUITE 100 BOCA RATON, FL 33431-4230	S# 4263	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4263) 5038 BUFORD HWY CHAMBLEE, GA	\$5,043.40
1011	ESTUDIO ECHECOPAR AV. LA FLORESTA 497 PISO 5 SAN BORJA LIMA, 41 PERU	59259	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1012	EVA LUU & JOHN LUONG 318 SOUTH 6TH STREET C/O ALLEN LUONG ALHAMBRA, CA 91801	S# 2213	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2213) JOSHUA VILLAGE SC 57990 29 PALMS HWY YUCCA VALLEY, CA	\$2,899.84
1013	EVANS, KEVIN ADDRESS ON FILE	59049	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

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1014 EVANS, KEVIN ADDRESS ON FILE	58981	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1015 EVER RITE INTERNATIONAL COMPANY, LIMITED P.O.BOX 957 OFFSHORE INCORPORATIONS CENTER ROAD TOWN TORTOLA, BRITISH VIRGIN ISLANDS	55479	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/07/2007	\$0.00
1016 EVERGREEN LOGISTICS CORP. 7FL, NO 172 SEC. 2 MIN-SHENG EAST ROAD TAIPEI, 10485 TAIWAN	55482	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/29/2016	\$0.00
1017 EVERGREEN MARINE CORP. (TAIWAN) LTD 166, MIN-SHENG EAST ROAD, SEC.2 TAIPEI, TAIWAN	55485	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SC BOILERPLATE DATED 06/10/2003	\$0.00
1018 EVER-RITE INTERNATIONAL CO. LTD. P.O. BOX 71, OFFSHORE INCORPORATIONS CENTER ROAD TOWN TORTOLA, BRITISH VIRGIN ISLANDS	55489	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 01/01/2011	\$0.00
1019 EVER-RITE INTERNATIONAL CO., LTD. NO. 29, CHANG AN STREET, BADE CITY TAOYUAN COUNTY 334, TAIWAN	55494; 55498	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 01/01/2011	\$0.00
1020 EVERYTHING LEGWEAR, INC 4885 ALPHA ROAD SUITE 195 DALLAS, TX 75244	55502	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/28/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1021	EVERYTHING LEGWEAR, LLC 4885 ALPHA ROAD SUITE 195 DALLAS, TX 75244	55506	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/14/2014	\$0.00
1022	EVES, ROB ADDRESS ON FILE	58728	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1023	EVES, ROB ADDRESS ON FILE	58945	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1024	EXPEDITORS CANADA INC. TORONTO BRANCH - YYZ 55 STANDISH CRT. 11TH FLOOR MISSISSAUGA, ON L5R 4A1 CANADA	55524	PAYLESS SHOESOURCE CANADA INC.	LOGISTICS CONTRACT CANADIAN SOCIETY OF CUSTOMS BROKERS- STANDARD TRADING CONDITIONS DATED 07/09/2004	\$0.00
1025	EXPEDITORS INTERNATIONAL OF WASHINGTON, INC 1015 THIRD AVE SEATTLE, WA 98104	55535	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 06/16/2004	\$0.00
1026	EXPEDITORS INTERNATIONAL OF WASHINGTON, INC 1015 THIRD AVE., 12TH FLOOR SEATTLE, WA 98104	55527	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) INVENTORY AGREEMENT DATED 02/19/2004	\$0.00
1027	EXPEDITORS INTERNATIONAL OF WASHINGTON, INC 1015 THIRD AVE., 12TH FLOOR SEATTLE, WA 98104	55530	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INVENTORY AGREEMENT DATED 11/15/2007	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1028	EXPERIAN MARKETING SOLUTIONS INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55538	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT STATEMENT OF WORK DATED 09/06/2016	\$21,750.00
1029	EXPERIAN MARKETING SOLUTIONS INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55541	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PRICING ADDENDUM DATED 05/13/2015	\$0.00
1030	EXPERIAN MARKETING SOLUTIONS INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55545	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT REPORT AGREEMENT DATED 05/16/2016	\$0.00
1031	EXPERIAN MARKETING SOLUTIONS INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55551	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT STANDARD TERMS AND CONDITIONS DATED 08/10/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1032	EXPERIAN MARKETING SOLUTIONS, INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55557	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NON-DISCLOSURE AGREEMENT DATED 02/08/2016	\$0.00
1033	EXPERIAN MARKETING SOLUTIONS, INC. 955 AMERICAN LANE SCHAUMBURG, IL 60173	55559	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INSIGHTS PARTICIPATION SCHEDULE DATED 09/06/2016	\$0.00
1034	EXPERIAN MARKETING SOLUTIONS, INC. EXPERIAN MARKETING SOLUTIONS, INC. ATTN: HEAD MARKETING SERVICES COUNSEL 955 AMERICAN LANE SCHAUMBURG, IL 60173	55562	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT STANDARD TERMS AND CONDITIONS DATED 08/10/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1035	EXPORTACIONES DEL FUTURO S.A. DE C.V. CONTACT: JOE GERSHON ENRIQUE WALLON #428 PRIMER PISO COL. RINCON DEL BOSQUE, D.F., 11580 MEXICO	55571	COLLECTIVE LICENSING INTERNATIONAL, LLC	LICENSING AGREEMENT LICENSE AGREEMENT DATED 05/01/2008 PLUS AMENDMENTS	\$0.00
1036	EXPRESSWAY PLAZA SHOPS LTD 4350 LA JOLLA VILLAGE DRIVE SUITE 110 C/O ANDREW M. KAPLAN SAN DIEGO, CA 92122	S# 739	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #739) EXPRESSWAY PLAZA 1200 LOWES BOULEVARD KILLEEN, TX	\$11,839.32
1037	EXTREME REACH TALENT INC 3911 RELIABLE PARKWAY CHICAGO, IL 60686-0038	55576	PAYLESS SHOESOURCE WORLDWIDE, INC.	MARKETING AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 01/22/2016	\$0.00
1038	EYE MED THROUGH THE AON HEALTH EXCHANGE 4000 LUXOTTOCA PLACE MASON, OH 45040	55590	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS MEDICAL PLAN VISION CARE BENEFITS DATED 01/01/2015	\$0.00
1039	EYE MED THROUGH THE AON HEALTH EXCHANGE FIDELITY SECURITY LIFE INSURANCE COMPANY 3130 BROADWAY KANSAS CITY, MO 64111-2406	55586	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS 2016 VISION DESIGNS DATED 09/25/2015	\$0.00
1040	EYE MED 4000 LUXOTTICA PLACE MASON, OH 45040	55583	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES VISION INSURANCE DATED 09/25/2015	\$0.00
1041	F5 NETWORKS, INC. ATTN: PROFESSIONAL SERVICES ADMINISTRATION 401ELLIOT AVE W SEATTLE, WA	55594	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 08/20/2014 PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1042	FABIUS POMPEY OUTREACH PO BOX 251 POMPEY, NY 13138	55598	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/23/2015	\$0.00
1043	FABRICAS DE CALZADO ANDREA S.A. DE C.V. ATTN: GOKSU TEMIRER BINGULLY BLVD. JUAN ALONSO DE TORRES #106 FRACC. SAN JERONIMO, LEON GTO., CP., 37204 MEXICO	55602; 55605	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 11/01/2016	\$0.00
1044	FABRICAS DE CALZADO ANDREA S.A. DE C.V. BLVD. JUAN ALONSO DE TORRES # 106 FRACC. SAN JERONIMO LEON GUANAJUATO, CP, 37204 MEXICO	49242; 49244	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER PURCHASE AGREEMENT - CONTRACT MANUFACTURING AGREEMENT	\$0.00
1045	FABRICAS DE CALZADO ANDREA S.A. DE C.V. BLVD. JUAN ALONSO DE TORRES # 106 FRACC. SAN JERONIMO LEON GUANAJUATO, CP, 37204 MEXICO	49171; 49175	DYNAMIC ASSETS LIMITED	MASTER PURCHASE AGREEMENT - SOURCING AGREEMENT	\$0.00
1046	FAIRLANE MEADOWS HS WEST 33RD LLC / TIC ET AL 55 FIFTH AVENUE 15TH FLOOR C/O MID-AMERICA REAL ESTATE MICHIGAN INC NEW YORK, NY 10003-4398	S# 1699	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1699) FAIRLANE MEADOWS SHOPPING CENTER 16201 FORD RD DEARBORN, MI	\$10,449.73
1047	FAIRLESS HILLS SHOPPING CENTER LP ATTN: PROPERTY MANAGER 1250 ROUTE 28 SUITE 101 BRANCHBURG, NJ 08876	S# 4753	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4753) FAIRLESS HILLS S/C 485 OXFORD VALLEY ROAD FAIRLESS HILLS, PA	\$3,472.50

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1048	FAIRMALL LEASEHOLDS INC. C/O CADILLAC FAIRVIEW CORPORATION LIMITE 20 QUEEN STREET WEST 5TH FLOOR ATTN: EXE TORONTO, ON M5H 3R4 CANADA	S# 5831	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5831) FAIRVIEW MALL 1800 SHEPPARD AVENUE EAST NORTH YORK, ON	\$0.00
1049	FAIRVIEW POINTE CLAIRE LEASEHOLDS INC C/O THE CADILLAC FAIRVIEW CORP LIMITED 20 QUEEN STREET WEST 5TH FLOOR ATTN: EXECUTIVE VICE-PRESIDENT NATIONAL TORONTO, ON M5H 3R4 CANADA	S# 5944	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5944) CENTRE FAIRVIEW POINTE-CLAIRE 6815 AUTOROUTE TRANSCANADIENNE POINTE-CLAIRE, QC	\$0.00
1050	FALLON, JENNIFER ADDRESS ON FILE	58706	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1051	FALLON, JENNIFER ADDRESS ON FILE	58626	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1052	FANTASIA ACCESSORIES LTD 31 WEST 34TH STREET SUITE 501 NEW YORK, NY 10001	55615	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 01/24/2011	\$0.00
1053	FANTASIA ACCESSORIES LTD 31 WEST 34TH STREET SUITE 501 NEW YORK, NY 10001	55620; 55624	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/24/2011	\$0.00
1054	FARE START 700 VIRGINIA STREET SEATTLE, WA 98101	55629	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/18/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1055	FARIAS INC. DBA TEXAS TAX BACK 5832 STAR LANE HOUSTON, TX 77057	49206	PAYLESS SHOESOURCE, INC.	BORDER TAX REFUND SERVICES DATED 5/15/2013	\$0.00
1056	FARNCOMBE, FELICIA ADDRESS ON FILE	58712	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1057	FARRELL, JEANETTE ADDRESS ON FILE	58937	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1058	FAST RETAILING CO 717-1 SAYAMA YAMAGUCHI CITY, 754-0894 JAPAN	55632	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT	\$0.00
1059	FAST RETAILING CO 717-1 SAYAMA YAMAGUCHI CITY, 754-0894 JAPAN	55636	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT DATED 02/01/2013	\$0.00
1060	FAV REAL ESTATE VENTURE LP 4309 CENTER STREET HOUSTON, TX 77007	S# 2058	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2058) FOREST WEST SHOPPING CENTER 5375 ANTOINE DR HOUSTON, TX	\$2,197.48
1061	FAY P. SCHROTH TESTAMENTARY TRUST PO BOX 89 C/O NORMAN H SCHROTH TRUSTEE HERMISTON, OR 97838	S# 4523	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4523) 1390 N FIRST HERMISTON, OR	\$6,050.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1062	FC HANSON ASSOCIATES LLC C/O FOREST CITY RATNER COMPANIES ONE METROTECH CENTER 23RD FLOOR ATTN: GE BROOKLYN, NY 11201	S# 1169	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1169) ATLANTIC TERMINAL 139 FLATBUSH AVE BROOKLYN, NY	\$33,014.66
1063	FCHT HOLDINGS (ONTARIO) CORP 85 HANNA AVENUE SUITE 400 ATTN: VP CENTRAL CANADA TORONTO, ON M6K 3S3 CANADA	S# 6957	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6957) PARKWAY MALL 85 ELLESMERE ROAD SCARBOROUGH, ON	\$534.92
1064	FCHT HOLDINGS (ONTARIO) CORPORATION C/O FCR MANAGEMENT SERVICES LP 6975 MEADOWVALE TOWN CENTRE CIRCLE UNIT MISSISSAUGA, ON L5N 2W7 CANADA	S# 5826	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5826) 78 QUARRY EDGE DR BLDG G BRAMPTON, ON	\$1,767.44
1065	FCM TRAVEL SOLUTIONS 69 SPRING STREET RAMSEY, NJ 07446	55651	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRAVEL AGENCY AGREEMENT MASTER SERVICES AGREEMENT DATED 12/01/2014	\$3,921.14

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1066 FEDERAL INSURANCE COMPANY 1133 AVENUE OF THE AMERICAS NEW YORK, NY 10036	50012; 50015; 50020; 50024; 50028; 50034; 50039; 50044; 50047; 50052; 50056; 50060; 50064; 50068; 50072; 50075; 50081; 50084; 50091; 50098; 50100; 50104; 50108; 50110; 50114; 50119; 50123; 50128; 50132	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	SPECIAL CRIME POLICY NUMBER 8225-9848	\$0.00
1067 FENDER INVESTMENT GROUP 1400 W. FLORIDA MIDLAND, TX 79701	S# 100	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #100) 900 N MIDKIFF RD MIDLAND, TX	\$4,224.65
1068 FERGUSON CONSTRUCTION CO. 2201 EMBURY PARK ROAD DAYTON, OH 45414-5574	55659	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/01/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1069	FERNANDES, JANET ADDRESS ON FILE	58849	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1070	FERNDAL SCHOOL DISTRICT P.O. BOX 698 FERNDAL, WA 98248	55664	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/27/2015	\$0.00
1071	FERREIRA, CHERYL ADDRESS ON FILE	58955	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1072	FERTEL, ROBERT N. ADDRESS ON FILE	58782	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1073	FIDELITY SECURITY LIFE INSURANCE COMPANY C/O JEREMY WICKS 10 NORTH PARK DRIVE HUNT VALLEY, MD 21030	55668	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS APPLICATION FOR VISION CARE BENEFITS DATED 01/01/2015 PLUS AMENDMENTS	\$0.00
1074	FIDUCIARY VEST- ZACK SADLER 115 PERIMETER CEATER PLACE SUITE 920 ATLANTA, GA 30346	55672	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 10/24/2016	\$0.00
1075	FIELDS STATION LLC - C/O SUPERIOR REALTY CO. INC. 540 GALLIVAN BLVD ATTN: THOMAS M. CIFRINO DORCHESTER, MA 02124	S# 4763	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4763) FIELDS CORNER SHOPPING CENTER 512 GENEVA AVENUE DORCHESTER, MA	\$8,773.33

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1076	FILA USA, INC 930 RIDGERBROOK ROAD, SUITE 200 SPARKS, MD 21152-3000	55677	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER DESIGN SERVICES AGREEMENT DATED 09/01/2014	\$0.00
1077	FILA USA, INC. C/O LEGAL DEPARTMENT 1411 BROADWAY NEW YORK, NY 10018	55690	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/11/2015	\$0.00
1078	FILA USA, INC. C/O LEGAL DEPARTMENT 1411 BROADWAY NEW YORK, NY 10018	55684	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/11/2015	\$0.00
1079	FILA USA, INC. C/O PRESIDENT AND LEGAL DEPARTMENT 1411 BROADWAY NEW YORK, NY 10018	55693	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 02/01/2016	\$0.00
1080	FILA USA, INC. 930 RIDGEBROOK ROAD SUITE 200 SPARKS, MD 21152-3000	55680	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER DESIGN SERVICES AGREEMENT DATED 10/01/2014	\$0.00
1081	FILEMAKER INC 5201 PATRICK HENRY DR SANTA CLARA, CA 95054-1171	55698	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE ORDER DATED 03/27/2015	\$0.00
1082	FILSON, JESSICA ADDRESS ON FILE	59161	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1083	FINANCIAL SYSTEMS INNOVATION LLC 500 NEWPOERT CENTER DRIVE, 7TH FLOOR NEWPORT BEACH, CA 92660	55714	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT RELEASE AND COVENANT NOT TO SUE DATED 06/29/2007	\$0.00
1084	FINANCIAL SYSTEMS INNOVATION LLC 500 NEWPORT CENTER DRIVE, 7TH FLOOR NEWPORT BEACH, CA 92660	55710	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT RELEASE AND COVENANT NOT TO SUE DATED 06/28/2007	\$0.00
1085	FINELINE TECHNOLOGIES ATTN: RICHARD JAYNES 3145 MEDLOCK BRIDGE RD NORCROSS, GA 30071	55720	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 09/16/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$6,809.53
1086	FINESSE NOVELTY CORP. 385 FIFTH AVENUE, SUITE 1504 NEW YORK, NY 10016	55724	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER PURCHASE AGREEMENT DATED 06/06/2013	\$0.00
1087	FINJACQ I-SHOREWOOD LLC; INTEGRIS VENTURE SC LLC 331 W THORNTON AVENUE ST LOUIS, MO 63119	S# 6281	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6281) 1107 BROOK FOREST AVE SHOREWOOD, IL	\$6,598.42
1088	FIRE SAFETY FIRST, INC 1170 EAST FRUIT STREET SANTA ANA, CA 92701	55727	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 07/01/2013	\$0.00
1089	FIRST AND MAIN NORTH LLC 111 SOUTH TEJON STREET SUITE 222 ATTN: CHRIS JENKINS COLORADO SPRINGS, CO 80903	S# 5113	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5113) 3740 BLOOMINGTON ST COLORADO SPRINGS, CO	\$7,027.78

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1090	FIRST CAPITAL (CEDARBRAE) CORP 85 HANNA AVENUE SUITE 400 ATTN: VICE PRESIDENT CENTRAL CANADA TORONTO, ON M6K 3S3 CANADA	S# 5919	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5919) CEDARBRAE MALL 3495 LAWRENCE AVE EAST SCARBOROUGH, ON	\$2,227.80
1091	FIRST CAPITAL (ST CATHARINES) CORP CENTRECORP MGMT SERVICES LTD 85 HANNA AVENUE SUITE 400 TORONTO, ON M6K 3S3 CANADA	S# 5838	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5838) NEW FAIRVIEW MALL 285 GENEVA ST ST CATHARINES, ON	\$1,867.13
1092	FIRST COUNCIL CASINO 12875 N. HWY 77 NEWKIRK, OK 74647	55740	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARD DATED 08/20/2014	\$0.00
1093	FIRST COUNCIL CASINO 12875 N. HWY 77 NEWKIRK, OK 74647	55743	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/20/2014	\$0.00
1094	FIRST INSIGHT INC. 1606 CARMODY COURT SUITE 106 SEWICKLEY, PA 15143	55751	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MERCHANDISE ANALYTICS SUBSCRIPTION AGREEMENT DATED 04/08/2014	\$0.00
1095	FIRST INSIGHT 2835 E. CARSON ST. SUITE 200 PITTSBURGH, PA 15203	55746	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MERCHANDISE ANALYTICS SUBSCRIPTION AGREEMENT DATED 12/30/2009	\$0.00
1096	FIRST INSIGHT, INC 2835 E. CARSON STREET SUITE 200 PITTSBURGH, PA 15203	55753	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/17/2009	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1097	FIRST INSIGHT, INC. 1606 CARMODY COURT, SUITE 106 SEWIEKLEY, PA 15143-8566	55765	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MERCHANDISE ANALYTICS SUBSCRIPTION AGREEMENT DATED 04/08/2014	\$0.00
1098	FIRST INSIGHT, INC. 2835 E CARSON ST. SUITE 200 PITTSBURGH, PA 15203	55768	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MERCHANDISE ANALYTICS SUBSCRIPTION AGREEMENT DATED 12/30/2009	\$0.00
1099	FIRST INSIGHT, INC. 1606 CAMODY COURT SUITE 106 SEWICKLEY, PA 15143	55757	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NON-DISCLOSURE AGREEMENT	\$0.00
1100	FIRST INSIGHT, INC. 2000 ERICSSON DRIVE SUITE 200 WARRENDAL, PA 15086	55761	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT NO. 1 TO MERCHANDISE ANALYTICS SUBSCRIPTION AGREEMENT DATED 04/14/2014	\$0.00
1101	FIRST MIDWEST TRUST COMPANY 3405 DEER RUN DRIVE C/O DONNA CARLTON-VISH DANVILLE, IL 61834	S# 783	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #783) 801 N GILBERT ST DANVILLE, IL	\$1,749.75
1102	FIRST MILTON SHOPPING CENTRES LIMITED 3751 VICTORIA PARK AVENUE C/O FIRST GULF CORPORATION ATTN: VP OF R TORONTO, ON M1W 3Z4 CANADA	S# 5883	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5883) MILTON CROSS ROADS 1250 STEELES AVE EAST MILTON, ON	\$1,196.92
1103	FIRST PRINCE GEORGE DEVELOPMENTS LIMITED C/O FIRSTPRO SHOPPING CENTRES 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3 CANADA	S# 4733	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4733) WEST GATE PLAZA 6007 SOUTHRIDGE AVENUE PRINCE GEORGE, BC	\$956.46

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1104	FIRST REAL PROPERTIES LIMITED 100 KING STREET WEST 2ND FLOOR SUITE 200 HAMILTON, ON L8P 1A2 CANADA	S# 6940	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6940) LLOYD D JACKSON SQUARE 2 KING STREET WEST HAMILTON, ON	\$922.52
1105	FIRST SERVICE NETWORKS, INC. 939 ELKRIDGE LANDING ROAD, SUITE 300 LINTHICUM, MD 21090	55775	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/15/2010	\$0.00
1106	FIRST UNITED METHODIST CHURCH PLANO 3160 E. SPRING CREEK PARKWAY PLANO, TX 75074	55784	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 12/09/2014	\$0.00
1107	FIRST UNITED METHODIST CHURCH 301 NORTH HIGH STREET UVALDE, TX 78801	55779	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/16/2014	\$0.00
1108	FIRST WILLOW DEVELOPMENTS LIMITED 700 APPLEWOOD CRESCENT SUITE 100 VAUGHN, ON L4K 5X3 CANADA	S# 4725	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4725) REGINA WAL MART 2106 PRINCE WALES DR REGINA, SK	\$766.79
1109	FIRTH, AMANDA ADDRESS ON FILE	58975	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1110	FISE LLC C/O THE OFFICES AT LEGACY VILLAGE 25333 CEDAR ROAD SUITE 300 LYNDHURST, OH 44124	S# 2545RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2545RL) OAKWOOD COMMONS SOUTH EUCLID, OH	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1111 FISHPOOL, SUZANNE ADDRESS ON FILE	58757	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1112 FITRON INDUSTRIES LIMITED 42/F CENTRAL PLAZA, 18 HARBOUR ROAD WACHAI, HONG KONG, CHINA	55790	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT DATED 07/12/2012	\$0.00
1113 FLOWER CITY PRINTING, INC. 1725 MT. READ BOULEVARD ROCHESTER, NY 14606	55797	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 06/12/2007 PLUS STATEMENTS OF WORK	\$0.00
1114 FLOWER CITY PRINTING, INC. 1725 MT. READ BOULEVARD ROCHESTER, NY 14606	55802	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/16/2007 PLUS STATEMENTS OF WORK	\$0.00
1115 FLOWER CITY PRINTING, INC. 1725 MT. READ BOULEVARD ROCHESTER, NY 14606	55806	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT[S] + WORK ORDER[S] DATED 01/01/2007	\$0.00
1116 FLOWER CITY PRINTING, INC. FLOWER CITY PRINTING, INC. ATTENTION: MARK ASHWORTH 1725 MT. READ BOULEVARD ROCHESTER, NY 14606	55794	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/01/2012	\$0.00
1117 FLY EARTH CO., LTD. 6F.-4 NO. 255 SEC. 2. ZHONGSHAN RD. ZHONGHE DIST. TAIPEI CITY TAIPEI CITY, TAIWAN	55811; 55815; 55821; 55824	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1118	FOLEY & LARDNER LLP ONE INDEPENDENCE DR. SUITE 1300 JACKSONVILLE, FL 32202-5017	59260	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1119	FOLSOM CENTRAL HOLDINGS LLC 3005 DOUGLAS BLVD SUITE 200 C/O GRE MANAGEMENT SERVICES INC ROSEVILLE, CA 95661	S# 4142	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4142) WAL MART CENTER 1014 RILEY STREET FOLSOM, CA	\$7,462.32
1120	FOOTHILL UNITY CENTER, INC. 415 W. CHESTNUT AVENUE MONROVIA, CA 91016	55829	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/18/2015	\$0.00
1121	FORCE 110 MORSE ROAD COLUMBUS, OH 43229	55837	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/11/2016	\$0.00
1122	FOREST PLAZA LLC C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 2907	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2907) FOREST PLAZA 6059 E STATE ST ROCKFORD, IL	\$6,423.63
1123	FORRESTER RESEARCH, INC. ATTN: LEGAL DEPARTMENT 400 TECHNOLOGY SQUARE CAMBRIDGE, MA 02139	55860	PAYLESS SHOESOURCE WORLDWIDE, INC.	MARKET RESEARCH MARKET RESEARCH DATED 09/10/2016	\$0.00
1124	FORTINET, INC. 899 KIFER ROAD SUNNYVALE, CA 94086	55864	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1125	FORTINET, INC. 899 KIFER ROAD SUNNYVALE, CA 94086	55869	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER EVALUATION AGREEMENT DATED 09/04/2014	\$0.00
1126	FORTUNE CREATING CO., LTD ACI INTERNATIONAL 844 MORAGA DRIVE LOS ANGELES, CA 90049	55872	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
1127	FORTUNE WAY INTERNATIONAL CO., LTD. 608 ST. JAMES COURT, ST. DENIS STREET PORT LOUIS, MAURITIUS	55876; 55879	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1128	FORWARD AIR SOLUTION 8701 WAREHOUSE CENTER DRIVE HUMBLE, TX 77338	55883	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 10/11/2015	\$0.00
1129	FORWARD AIR SOLUTIONS 8701 WAREHOUSE CENTER DRIVE HUMBLE, TX 77338	55900	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 10/11/2015	\$0.00
1130	FORWARD AIR SOLUTIONS 10335-S RIDGE CREEK DRIVE CHARLOTTE, NC 28273	55895	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 06/28/2009	\$0.00
1131	FORWARD AIR SOLUTIONS 3301 INTERNATIONAL AIRPORT DRIVE CHARLOTTE, NC 28208	55888	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT ASSIGNMENT OF POOL POINT SERVICE AGREEMENT DATED 09/08/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1132	FORWARD AIR SOLUTIONS 8701 WAREHOUSE CENTER DRIVE HUMBLE, TX 77338	55891	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 05/31/2015	\$0.00
1133	FORWARD AIR SOLUTIONS, INC 1013 B MEXICO CITY AVE KANSAS CITY, MO 64153	55911	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 05/02/2010	\$0.00
1134	FORWARD AIR SOLUTIONS, INC 150 STATE STREET JEFERSONVILLE, OH 43128	55904	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/26/2014	\$0.00
1135	FORWARD AIR SOLUTIONS, INC 5411 INTERSTATE 10 E STE.101 SAN ANTONIO, TX 78219-4509	55908	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 04/15/2012	\$0.00
1136	FORWARD AIR SOLUTIONS, INC 8701 WAREHOUSE CENTER DRIVE HUMBLE, TX 77338	55915	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 05/23/2010	\$0.00
1137	FORWARD AIR SOLUTIONS, INC PO BOX 1625 GREENVILLE, TN 37744	55919	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 01/30/2014	\$0.00
1138	FOX ROTHSCHILD LLP 1225 17TH STREET SUITE 2200 DENVER, CO 80202	59261	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1139	FOX ROTHSCHILD, LLP 1225 17TH STREET SUITE 2200 DENVER, CO 80202	67906	PAYLESS SHOESOURCE, INC.	ENGAGEMENT LETTER DATED 2/20/17	\$0.00
1140	FOX RUN LIMITED PARTNERSHIP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA NEW YORK, NY 10170	S# 3436	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3436) FOX RUN SHOPPING CENTER 829 SOLOMONS ISLAND ROAD PRINCE FREDERICK, MD	\$5,750.00
1141	FRANK, SHARON ADDRESS ON FILE	58959	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1142	FRANKLIN SQUARE 1136 INC 3333 NEW HYDE PARK ROAD SUITE 5020 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 4548	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4548) ROCKBOTTOM SC 710 FRANKLIN AVE FRANKLIN SQUARE, NY	\$9,610.92
1143	FRANKLYN, MADIA ADDRESS ON FILE	58760	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1144	FRAZIER INDUSTIAL COMPANY 91 FAIRVIEW AVENUE LONG VALLEY, NJ 07853	55924	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 06/23/2016	\$0.00
1145	FRAZIER INDUSTRIAL COMPANY 1640 5TH STREET, SUITE 200 SANTA MONICA, CA 90401	55927	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT REDLANDS EXPANSION PROPOSAL DATED 06/25/2015	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1146 FREEHOLD SHOPPING L.L.C. C/O PHILLIPS INT'L HOLDING CORP 295 MADISON AVENUE 2ND FLOOR ATTN: VICE- NEW YORK, NY 10017	S# 4194	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4194) FREEHOLD MALL SHOPPING CENTER 3681 RTE 9 FREEHOLD, NJ	\$2,000.00
1147 FREIGHT SYSTEMS, INC 21818 76TH AVENUE SOUTH KENT, WA 98032	55937	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 04/21/2002	\$29,898.08
1148 FREIGHT SYSTEMS, INC 21818 76TH AVENUE SOUTH KENT, WA 98032	55941	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 05/01/2011	\$0.00
1149 FRISCO STATION LLC C/O RG REAL ESTATE SERVICES 100 N DIXIELAND ROAD SUITE C-3 ROGERS, AR 72756	S# 5157	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5157) FRISCO STATION MALL 2001 W WALNUT STREET ROGERS, AR	\$3,002.08
1150 FRONTIER COMMUNICATIONS OF AMERICA, INC. ATTN: LEGAL DEPARTMENT 111 FIELD ST ROCHESTER, NY 14620	55945	PAYLESS SHOESOURCE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 04/27/2016 PLUS AMENDMENTS	\$0.00
1151 FRONTIER DEVELOPMENT-HIALEAH LLC 1801 SW 3RD AVENUE SUITE 500 MIAMI, FL 33129	S# 5211	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5211) WALMART SUPERCENTER 17776 NW 57TH AVE HIALEAH, FL	\$10,049.51
1152 FUJIAN ALA SUNROLL FOOTWEAR CO. LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	55959; 55964; 55966; 55970; 55973	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1153	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. 8F NO. 101 SEC. 2, TAIWAN BLVD. TAICHUNG, TAIWAN	55977; 55979	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 02/22/2017	\$0.00
1154	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. 8F NO. 101 SEC. 2, TAIWAN BLVD. TAICHUNG, TAIWAN	55999; 56005; 56008	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1155	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	55985; 55987	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1156	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56013; 56017; 56019	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1157	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. LIYUAN INDUSTRIAL PARK FUJIAN PROVINCE LICHENG DISTRICT PUTIAN CITY FUJIAN PROVINCE, CHINA	56022; 56025	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/03/2017	\$0.00
1158	FUJIAN ALA SUNROLL FOOTWEAR CO., LTD. LIYUAN INDUSTRIAL PARK LICHENG DISTRICT PUTIAN CITY FUJIAN PROVINCE, CHINA	56029; 56033; 56036	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1159 FUJIAN JINHIANG JIALAIMENG SHOES PLASTICS CO. LTD. NO. 1, TOUBAN, ZHONGGUANG ROAD YANGDAI, CHENDAI JINJIANG FUJIAN, CHINA	56048; 56051; 56055	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/09/2016	\$0.00
1160 FUJIAN JINHIANG JIALAIMENG SHOES PLASTICS CO. LTD. NO. 1, TOUBAN, ZHONGGUANG ROAD, YANGDAI, CHENDAI JINJIANG ANGDAI, CHENDAI JINJIANG FUJIAN FUJIAN, CHINA	56042; 56045	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/09/2016	\$0.00
1161 FUJIAN JINJIANG JIALAIMENG SHOES PLASTICS CO. LTD., NO.1, TOUBAN, ZHONGGUANG ROAD, YANGDAI, CHENDAI JINJIANG FUJIAN, CHINA	56059	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/09/2016	\$0.00
1162 FUJIAN JINJIANG JIALAIMENG SHOES PLASTICS CO., LTD NO.1 TOUBAN ZHONGGUANG ROAD YANGDAI CHENDAI JINJIANG FUJIAN, CHINA	56064; 56067; 56073; 56075; 56082	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/09/2016	\$0.00
1163 FUJIAN JINJIANG JIALAIMENG SHOES PLASTICS CO., LTD. NO. 1, TOUBAN, ZHONGGUANG ROAD, YANGDAI, CHENDAI JINJIANG FUJIAN, CHINA	56087	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/09/2016	\$0.00
1164 FUJIAN PUTIAN KIAOFA FOOTWEAR CO., LTD SI BU RIDGES GONGCHEN PUTIAN FUJIAN, CHINA	56093; 56096; 56100	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1165 FUJIAN PUTIAN POWER RICH I&E CO., LTD F8TH, PHENIX BUILDING LICHENG ROAD CHENG XIANG AREA PUTIAN, FUJIAN, 351100 CHINA	56104	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/22/2016	\$0.00
1166 FUJIAN PUTIAN RICH I & E CO., LTD. C/O JACK LIN, GENERAL MANAGER F8TH, PHENIX BUILDING, LICHENG ROAD CHENG XIANG AREA PUTIAN, FUJIAN, 351100 CHINA	56109	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/09/2016	\$0.00
1167 FUJIAN PUTIAN WANHUI NO. 2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN DISTRICT PUTIAN CITY FUJIAN, CHINA	56116; 56119	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1168 FUJIAN PUTIAN WANHUI NO. 2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN DISTRICT PUTIAN CITY FUJIAN, CHINA	56123; 56128; 56132	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1169 FUJIAN PUTIAN WANHUI NO. 2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN DISTRICT PUTIAN CITY FUJIAN, CHINA	56113	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1170	FUJIAN PUTIAN WANHUI NO.2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN DISTRICT PUTIAN CITY FUJIAN, CHINA	56136	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT LETTER AUTHORIZING AGENT DATED 03/15/2016	\$0.00
1171	FUJIAN PUTIAN WANHUI NO.2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN, PUTIAN CITY FUJIAN, CHINA	56140; 56142	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1172	FUJIAN PUTIAN WANHUI NO.2 FOOTWEAR CO., LTD. TANGPO VILLAGE XIALIN NEIGHBOURHOOD COMMITTEE CHENG XIAN, PUTIAN CITY FUJIAN, CHINA	55764; 56146; 56150	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1173	FUJITSU COMPUTER PRODUCTS OF AMERICA, INC. 1250 EAST ARQUES AVE., SUNNYVALE,, CA 94085	55771	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE MAINTENANCE TERMS & CONDITIONS FOR END USER CUSTOMERS DATED 11/28/2016	\$0.00
1174	FULLY ELECTRONICS (F.J.) COM., LTD. HUALIN RD HUALIN INDUSTRIAL DISTRICT CHENGXIANG FUJIAN PUTIAN, CHINA	87972	PAYLESS INC.	INDEMNITY AGREEMENT DATED 02/01/2012	\$0.00
1175	FUNDAMENTALS COMPANY INC. 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTY BOCA RATON, FL 33431	S# 439	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #439) 2153 RAWSONVILLE RD BELLEVILLE, MI	\$3,154.61

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1176	FUNDAMENTALS COMPANY LLC 185 W SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 2022	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2022) TOWN AND COUNTRY SC 701 N LEXINGTON SPRINGMILL RD MANSFIELD, OH	\$3,891.94
1177	FUNG, BONNIE ADDRESS ON FILE	58852	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1178	FUQING HUADA FOOTWEAR CO., LTD, YANGXIA INDUSTRIAL ZONE, JING YANG TOWN, FUQING CITY FUJIAN, CHINA	55792; 55796	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1179	FUQING HUADA FOOTWEAR CO., LTD. NO. 45 QUTANGXIA ROAD QINGDAO, CHINA	55800; 55803	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1180	FUQING HUADA FOOTWEAR CO., LTD. NO. 45 QUTANGXIA ROAD QINGDAO, CHINA	55807; 55808; 55814	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1181	FUQING HUADA FOOTWEAR CO., LTD. NO.45 QUTANGXIA ROAD QINGDAO, CHINA	55817; 55820; 55826; 55827	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1182	FUQING HUADA FOOTWEAR CO., LTD. YANGXIA INDUSTRIAL ZONE JING YANG TOWN FUQING CITY FUJIAN, CHINA	55833	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1183 FUQING JIA CHENG TRADING CORPORATION LIMITED FUQING HUAFENG PLASTIC RUBBER PRODUCTS CO. LTD 54KM FUXIA ROAD HONGLU TOWN FUQING CITY FUJIAN, CHINA	55861; 55865	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1184 FUQING YONG CHAO SHOES AND LEATHER PRODUCT CO, LTD YUXI TOWNSHIP OF FUQING CITY, CHINA	55868	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 11/07/2007	\$0.00
1185 FURNACE BROOK LLC 204 FURNACE DOCK ROAD CORTLAND MANOR, NY 10567	55873	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT AND RELEASE DATED 10/06/2005	\$0.00
1186 FUSION ACCESSORIES GROUP LIMITED BLK 9 FU CHENG IND. PARK #82 SHILIAN ROAD, SHILIAN VILLAGE SHIQITOWN, PANYU GUANGZHOU, CHINA	55885; 55890; 55893; 55896	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/30/2016	\$0.00
1187 FUSION ACCESSORIES GROUP LIMITED THOMAS TAM PETER GUO BLK 9 FU CHENG IND. PARK #82 SHILIAN ROAD, SHILIAN VILLAGE SHIQITOWN, PANYU GUANGZHOU, CHINA	55881	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/30/2015	\$0.00
1188 FUSION ACCESSORIES GROUP LIMITED THOMAS TAM PETER GUO BLK 9 FU CHENG IND. PARK #82 SHILIAN ROAD, SHIJI VILLAGE SHIJI TOWN, PANYU GUANGZHOU, CHINA	55877	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/02/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1189	FUZHOU JUMPER SHOES LTD. NO. 1 INDUSTRIAL REGION FUXING INVESTMENT AREA GUSHAN TOWN FUZHOU FUJIAN, CHINA	55901	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 02/01/2008	\$0.00
1190	FUZHOU JUMPER SHOES LTD. NO. 1 INDUSTRIAL REGION FUXING INVESTMENT AREA GUSHAN TOWN FUZHOU FUJIAN, CHINA	55903	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 09/01/2011	\$0.00
1191	FUZHOU YONGCHAO SHOES CO., LTD. LICHUAN INDUSTRIAL ZONE FUZHOU JIANGXI PROVINCE, CHINA	55913	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 02/25/2009 PLUS AMENDMENTS	\$0.00
1192	FUZHOU YONGCHAO SHOES CO., LTD. LICHUAN INDUSTRIAL ZONE FUZHOU, JIANGXI, CHINA	55909	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
1193	FW-WA-OVERLAKE FASHION PLAZA LLC ONE INDEPENDENT DRIVE SUITE 114 C/O REGENCY CENTERS CORPORATION JACKSONVILLE, FL 32202	S# 3448	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3448) OVERLAKE FASHION PLAZA 2130 148TH AVE NE REDMOND, WA	\$8,132.38
1194	G&I IX EMPIRE BIG FLATS LLC C/O DLC MANAGEMENT CORP 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 6576	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6576) CONSUMER SQUARE SC 830 COUNTY ROAD 64 ELMIRA, NY	\$2,296.88
1195	G&I IX EMPIRE WALMART PLAZA LLC C/O DLC MANAGEMENT 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 1718	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1718) WAL MART PLAZA 1857 PLAZA DRIVE OLEAN, NY	\$3,917.94

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1196	G&I VIII HAMMOND LLC C/O DRA ADVISORS LLC 220 EAST 42ND STREET 27TH FLOOR NEW YORK, NY 10017	S# 4682	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4682) 9636 AIRLINE HWY BATON ROUGE, LA	\$6,085.74
1197	G.E.O. W.B.-BYSONS & CO. LTD T?A BRYSONS SHIPPING P.O. BOX 162 FRIARS HILL ROAD, ANTIGUA & BARBUDA	55916	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT BROKERAGE - POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
1198	G.E.O. W.B.-BYSONS & CO. LTD T?A BRYSONS SHIPPING P.O. BOX 162 FRIARS HILL ROAD, ANTIGUA & BARBUDA	55921	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE- POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
1199	G.LOPEZ, ROBERT ADDRESS ON FILE	55925	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 01/21/2011	\$0.00
1200	G360 LINK, INC 43 NAGOG PARK SUITE 203 ACTON, MA 01720	72248	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT AMENDMENT FOR TOURTELLOTTE	\$0.00
1201	G4S (WAS PACIFIC SECURITY) 1851 ARMY DRIVE TAMUNING, GUAM 96913	49181	PAYLESS SHOESOURCE, INC.	MONITORING AGREEMENT DATED 7/31/2001	\$0.00
1202	GALLAGHER BASSETT SERVICES, INC. TWO PIERCE PLACE, ITASCA, IL 60143	55936	PAYLESS INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) THIRD PARTY ADMINISTRATOR AGREEMENT DATED 02/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1203	GALLATIN MALL GROUP LLC C/O CORNING COMPANIES P.O. BOX 80510 BILLINGS, MT 59108-0510	S# 2193	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2193) GALLATIN VALLEY MALL 2825 W MAIN ST BOZEMAN, MT	\$20.76
1204	GARDAWORLD 1390 BARRE STREET MONTREAL, QC H3C 1N4 CANADA	49189	PAYLESS SHOESOURCE CANADA LP	ARMORED CAR SERVICE AGREEMENT DATED 8/1/2008	\$0.00
1205	GARDAWORLD 3209 MOMENTUM PLACE CHICAGO, IL 60689-5332	49197	PAYLESS SHOESOURCE, INC.	ARMORED CAR SERVICE AGREEMENT DATED 8/1/2008	\$0.00
1206	GARDEN CITY PLAZA LTD 100 WHITE OAKS SQUARE 12222-137TH AVENUE EDMONTON, AB T5L 4X5 CANADA	S# 4732	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4732) LEDUC COMMON 5310 DISCOVERY WAY LEDUC, AB	\$1,067.91
1207	GARMAN, TARA ADDRESS ON FILE	58977	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1208	GARVIN, VICTORIA J. ADDRESS ON FILE	59043	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1209	GAS SOUTH LLC 3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339	55940	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT NATURAL GAS SUPPLY AGREEMENT DATED 01/25/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1210	GAS SOUTH LLC 3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339	55944	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT NATURAL GAS SUPPLY AGREEMENT DATED 01/25/2012 PLUS AMENDMENTS	\$0.00
1211	GAS SOUTH, LLC 3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339	55948	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT PRICE PLAN ADDENDUM	\$0.00
1212	GASSO HOLDING COMPANY L.L.C. 20320 W. EIGHT MILE ROAD SOUTHFIELD, MI 48075	S# 707	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #707) BASELINE PLAZA 20164 WEST 8 MILE RD SOUTHFIELD, MI	\$6,683.32
1213	GAYDESS-HODGINS, BENJAMIN B. ADDRESS ON FILE	58808	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1214	GAYLUCK CORPORATION 901 CORPORATE CENTER DRIVE SUTIE 400 C/O TELOK MANAGEMENT INC MONTEREY PARK, CA 91754	S# 2940	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2940) 6005 N FIGUEROA ST LOS ANGELES, CA	\$6,514.22
1215	GAYTANO, NANCY ADDRESS ON FILE	58854	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1216	GBG SOCKS LLC 350 5TH AVE, 9TH FLOOR NEW YORK, NY 10118	55949	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/26/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1217	GE CAPITAL RICOH USA PROGRAM PO BOX 9115 MACON, GA 31210	55952	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT RENTAL DATED 03/29/2013	\$48,739.25
1218	GEISINGER QUALITY OPTIONS 100 NORTH ACADEMY AVE. DANVILLE, PA 17822	55955	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES EMPLOYER GROUP APPLICATION DATED 01/01/2016	\$0.00
1219	GEMTONE INC. 978 W TWO RIVERS LANE C/O JUDITH L WRIGHT PRESIDENT EAGLE, ID 83616	S# 5324	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5324) 2840 BARTLETT BLVD BARTLETT, TN	\$3,388.00
1220	GENERAL AUTO OUTLET OF EVANSVILLE LLC & L&S PARTNERSHIP OF EVANSVILL LLC 636 OLD YORK ROAD 2ND FLOOR C/O GOODMAN MANAGEMENT LLC JENKINTOWN, PA 19046	S# 2489	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2489) EVANSVILLE PAVILION 6501 E LLOYD EXPRESSWAY EVANSVILLE, IN	\$4,998.08
1221	GENERALI US BRANCH 7 WORLD TRADE CENTER 250 GRRENWICH STREET, 33RD FLOOR NEW YORK, NY 10007	50138; 50142	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	FOREIGN CASUALTY PACKAGE POLICY NUMBER GFP900023	\$0.00
1222	GENESISCORP 6950 SQUIBB ROAD, SUITE 430 MISSION, KS 66202	55965	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 05/20/2014	\$0.00
1223	GENNARO INC ATTN: STEFANIE TAYLOR 330 WOONASQUATUCKET AVENUE NORTH PROVIDENCE, RI 02911	55972	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 12/31/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1224	GEO. F. HUGGINS & CO. (G'DA) LTD. P.O. BOX 46 KIRANI JAMES BLVD ST. GEORGE'S, GRENADA	55975	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT BROKERAGE - MOTOR CARRIER AGREEMENT DATED 09/01/2015	\$0.00
1225	GEO. F.HUGGINS & CO KIRANI JAMES BOULEVARD ST. GEORGE'S, GRENADA	55980	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE-MOTOR CARRIER AGREEMENT DATED 09/01/2015	\$0.00
1226	GEORGE FRANZINO 118 HIGHLAND AVE EASTCHESTER, NY 10709	55983	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CONSULTING AGREEMENT DATED 03/09/2009	\$0.00
1227	GEORGE, GARY F. ADDRESS ON FILE	55986	PAYLESS INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT, LICENSE AND RELEASE DATED 12/22/2010	\$0.00
1228	GEORGETOWN MARKET PLACE CORP & 2042170 ONTARIO INC C/O HPI REALTY MANAGEMENT INC - ATTN: GR 21 ST CLAIR AVENUE EAST SUITE 1201 TORONTO, ON M4T 1L9 CANADA	S# 5830	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5830) GEORGETOWN MARKETPLACE 280 GUELPH ST GEORGETOWN, ON	\$1,207.74
1229	GERALD W. AND DELORIS B. MARLIN 1113 WEST GRAND CANYON DRIVE GILBERT, AZ 85233	S# 5346	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5346) 3231 IOWA ST LAWRENCE, KS	\$5,416.67
1230	GERRARD SQUARE INC C/O MANAGEMENT OFFICE 1000 GERRARD SQUARE EAST TORONTO, ON M4M 3G6 CANADA	S# 5818	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5818) GERRARD SQUARE 1000 GERRARD STREET EAST TORONTO, ON	\$1,941.12

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1231	GETTO AND GETTO PO BOX 557 C/O LAWRENCE GETTO OXFORD, NJ 07863	S# 4475	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4475) 1406 KINGS HWY # 10 BROOKLYN, NY	\$11,666.67
1232	GIBSON, STEPHEN ADDRESS ON FILE	59067	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1233	GIL, CLAUDIA ADDRESS ON FILE	58994	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1234	GILBERT COMPANY 1000 RIVERSIDE DRIVE KASBEY, NJ 08832	56009	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 12/25/2016	\$0.00
1235	GILDAN USA GILDAN USA INC. 1980 CLEMENTS FERRY ROAD CHARLESTON, SC 29492	56014	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 02/11/2011	\$0.00
1236	GILLCASH, TRACEY ADDRESS ON FILE	58962	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1237	GINA CONCEPTS LLC 31 WEST 34TH STREET NEW YORK, NY 10001	56018	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 07/09/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1238	GINTER, LUCIA ADDRESS ON FILE	58979	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1239	GIRARDI PARK PLACE LLC ONE PARKVIEW PLAZA 9TH FLOOR C/O MID-AMERICA ASSET MANAGEMENT INC OAKBROOK TERRACE, IL 60181	S# 994	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #994) PARK PLACE PLAZA 17631 HALSTED HOMEWOOD, IL	\$7,628.51
1240	GIRLS ON THE RUN 1904 MONTRO DRIVE SUITE 100 ATLANTA, GA 30324	56024	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/12/2016	\$0.00
1241	GIRLS ON THE RUN 1904 MONTRO DRIVE SUITE 100 ATLANTA, GA 30324	56027	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/26/2015	\$0.00
1242	GIRLS ON THE RUN 1904 MONTRO DRIVE SUITE 100 ATLANTA, GA 30324	56031	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/13/2014	\$0.00
1243	GIRLS ON THE RUN 1904 MONTRO DRIVE SUITE 100 ATLANTA, GA 30324	56034	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/21/2015	\$0.00
1244	GIRLS ON THE RUN 1904 MONTRO DRIVE SUITE 100 ATLANTA, GA 30324	56038	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/18/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1245	GIRLS ON THE RUN BIRMINGHAM PO BOX 530244 BIRMINGHAM, AL 35253	56041	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/18/2014	\$0.00
1246	GIRLS ON THE RUN BUFFALO, INC. P.O. BOX 1271 BUFFALO, NY 14213	56046	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/11/2016	\$0.00
1247	GIRLS ON THE RUN DELAWARE P.O. BOX 4098 WILMINGTON, DE 19807	56050	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 09/19/2013	\$0.00
1248	GIRLS ON THE RUN NYC 42 BROADWAY SUITE 1827-35 NEW YORK, NY 10004	56053	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/26/2014	\$0.00
1249	GIRLS ON THE RUN OF SILICON VALLEY P.O. BOX 510 LOS GATOS, CA 95031	56057	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/20/2013	\$0.00
1250	GIRLS ON THE RUN ORANGE COUNTY 14 MONARCH BAY PLAZA #164 MONARCH BEACH, CA 92629	56062	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/27/2014	\$0.00
1251	GISH, STEPHEN J. ADDRESS ON FILE	59111	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1252	GLAM MEDIA GMBH ATTN: GENERAL COUNSEL 2000 SIERRA POINT PARKWAY SUITE 1000 BRISBANE, CA 94005	56072	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT GLOBAL TRADEMARK CO-EXISTENCE AGREEMENT DATED 06/26/2012	\$0.00
1253	GLAM MEDIA GMBH C/O BINGHAM MCCUTCHEN ATTN: RACHELLE A. DUBOW ONE FEDERAL STREET BOSTON, MA 02110	56078	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CONSENT AGREEMENT DATED 06/26/2012	\$0.00
1254	GLEASON MALL LP P.O. BOX 204227 C/O HULL/STOREY ACQUISITIONS LLC AUGUSTA, GA 30917-4227	S# 204	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #204) LAKE CITY MALL 2469 SW US HIGHWAY 90 SUITE 118 LAKE CITY, FL	\$5,121.19
1255	GLENN, CARRIE ADDRESS ON FILE	59060	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1256	GLENN, CARRIE ADDRESS ON FILE	58992	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1257	GLENWOOD SPRINGS MALL LLLP 51027 HWY 6 & 24 SUITE 145 C/O GLENWOOD SPRINGS MALL GLENWOOD SPRINGS, CO 81601	S# 5273	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5273) GLENWOOD SPRINGS MALL 51027 HWY 6 AND 24 GLENWOOD SPRINGS, CO	\$0.00
1258	GLIMCHER PROPERTIES LP C/O GLIMCHER REALTY TRUST 180 EAST BROAD STREET 21ST FLOOR COLUMBUS, OH 43215	S# 3221	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3221) NEW TOWNE MALL 400 MILL AVE SE NEW PHILADELPHIA, OH	\$5,692.64

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1259	GLIMCHER SUPERMALL VENTURE LLC 20 SOUTH THIRD STREET COLUMBUS, OH 43215	S# 4630	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4630) THE OUTLET COLLECTION - SEATTLE 1101 OUTLET COLLECTION WAY AUBURN, WA	\$5,281.66
1260	GLOBAL WEBB LP 2323 BRYAN STREET SUITE 1800 C/O DIGITAL REALTY TRUST LP DALLAS, TX 75201	S# 2049	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2049) NORTHTOWN MALL 3131 FOREST LANE DALLAS, TX	\$3,000.00
1261	GNP PARTNERS 3333 NEW HYDE PARK ROAD; SUITE 100 PO BOX 5020; C/O KIMCO REALTY CORPORATIO NEW HYDE PARK, NY 11042-0020	S# 3714	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3714) GREAT NORTHEAST PLAZA 7300 BUSTLETON AVE PHILADELPHIA, PA	\$7,584.59
1262	GOLDEN PACIFIC LXJ NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN FUJIAN, CHINA	56098; 56101	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1263	GOLDEN PACIFIC LXJ NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN FUJIAN, CHINA	56105; 56108; 56111	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 12/20/2016	\$0.00
1264	GOLDEN PACIFIC LXJ NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN FUJIAN, CHINA	56115; 56118	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1265	GOLDEN PACIFIC LXJ NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN FUJIAN, CHINA	56122; 56124; 56127; 56131; 56133	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/13/2016	\$0.00
1266	GOLDEN YONA ENTERPRISE, INC. 26150 CROWN RANCH BLVD MONTGOMERY, TX 77316	56138	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/10/2015	\$0.00
1267	GOLDMAN INVESTMENTS LTD 910 RICHARDS STREET VANCOUVER, BC V6B 3C1 CANADA	S# 7182	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7182) 804 GRANVILLE STREET VANCOUVER, BC	\$5,636.58
1268	GONZALES, SHEENA ADDRESS ON FILE	58751	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1269	GOODELL, JENNIFER ADDRESS ON FILE	58745	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1270	GOODEVE, KIM ADDRESS ON FILE	59165	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1271	GOODFORTUNE INT'L ENTERPRISE CO., LTD. ROOM 804 SINO CENTRE 582-592 NATHAN ROAD KLN, HONG KONG	56144	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/12/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1272	GOODMAN, AMANDA ADDRESS ON FILE	58983	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1273	GOODWIN, JESSICA ADDRESS ON FILE	58664	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1274	GOOGLE INC. 1600 AMPHITHEATRE PARKWAY ATTN: TREASURY DEPARTMENT/RISK MANAGEMENT MOUNTAIN VIEW, CA 94043	55763	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHOPPING EXPRESS (GSX) MERCHANT AGREEMENT	\$0.00
1275	GOOGLE INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	49250	PAYLESS SHOESOURCE WORLDWIDE, INC.	GOOGLE SHOPPING EXPRESS (GSX) MERCHANT AGREEMENT	\$0.00
1276	GOOGLE INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	55769	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT BUSINESS LICENSE AGREEMENT DATED 01/27/2014 PLUS AMENDMENTS	\$0.00
1277	GOOGLE, INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	55785	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT EXHIBIT A TERMS AND CONDITIONS	\$0.00
1278	GOOGLE, INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	55773	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT AD RESEARCH STUDY AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1279	GOOGLE, INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	55778	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LETTER AGREEMENT DATED 11/02/2012	\$0.00
1280	GORDON HARTUNIAN 5261 NORTH BAY DRIVE ORCHARD LAKE, MI 48324	S# 3987	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3987) GRAND CENTRAL PLAZA 43715 FORD ROAD CANTON, MI	\$4,548.11
1281	GORDON-KAREN PROPERTIES LLC 102 LIVINGSTON PLACE C/O GORDAN DUMONT METAIRIE, LA 70005	S# 5085	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5085) 3141 VETERANS BLVD METAIRIE, LA	\$8,545.97
1282	GOULD & LAMB, LLC 101 RIVERFRONT BLVD, SUITE 100 , BRADENTON,, FL 34205	55788	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MMSEA MANDATORY INSURER REPORTING SERVICE AGREEMENT DATED 05/23/2013	\$0.00
1283	GPR INVESTMENTS LLC 350 NORTH OLD WOODWARD AVENUE SUITE 300 BIRMINGHAM, MI 48009	S# 3872	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3872) PINE RIDGE SQUARE 1405 W MAIN ST # 2 GAYLORD, MI	\$1,733.33
1284	GRACE CAPITAL INVESTMENT CORPORATION PO BOX 1549 CAVE CREEK, AZ 85327	S# 142	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #142) 601 S BELT HWY SAINT JOSEPH, MO	\$1,850.00
1285	GRAND BALDWIN ASSOCIATES C/O ROSEN ASSOCIATES MANAGEMENT CORP. 33 SOUTH SERVICE ROAD JERICHO, NY 11753-1006	S# 4013	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4013) GRAND BALDWIN SHOPPING CENTER 1775 GRAND AVE BALDWIN, NY	\$7,589.39

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1286	GRAND DUNHILL LLC 310 MONTICELLO C/O DUNHILL PROPERTY MANAGEMENT SERVICES DALLAS, TX 75205	S# 1368	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1368) GRAND PLAZA 3300 E I-40 HWY AMARILLO, TX	\$2,275.87
1287	GRAND PRODUCTS MFG LTD ROOM 807 HARBOR CRYSTAL CENTER 100GRANVILLE ROAD, TST EAST HONG KONG, CHINA	55810	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DESIGN SERVICES AGREEMENT DATED 04/05/2016	\$0.00
1288	GRAND PRODUCTS MFG LTD ROOM 807, HARBOUR CRYSTAL CENTER, 100 GRANVILLE ROAD, TST EAST HONGKONG, CHINA	55799; 55801	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1289	GRAND PRODUCTS MFG LTD ROOM 807, HARBOUR CRYSTAL CENTER, 100 GRANVILLE ROAD, TST EAST HONGKONG, CHINA	55805	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1290	GRAND PRODUCTS MFG LTD ROOM 807, HARBOUR CRYSTAL CENTER, 100 GRANVILLE ROAD, TST EAST HONGKONG, CHINA	55813; 55818; 55822; 55825; 55828	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1291	GRAND PRODUCTS MFG LTD ROOM 807, HARBOUR CRYSTAL CENTER, 100 GRANVILLE ROAD, TST EAST HONGKONG, CHINA	55832	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS DATED 11/18/2015	\$0.00
1292	GRAND PRODUCTS MFG LTD ROOM 807, HARBOR CRYSTAL CENTRE 100 GRANVILLE ROAD, TST EAST HONG KONG, CHINA	55795	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DESIGN SERVICES AGREEMENT DATED 05/05/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1293	GRAND STEP (HK) LTD ROOM 807, HARBOUR CRYSTAL CENTRE 100 GRANVILLE ROAD TSIM SHA TSUI (EAST) KOWLOON HONG KONG, CHINA	55836	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/08/2015	\$0.00
1294	GRAND STEP (HK) LTD. YIHENG SOUTH RAOD CHILING INDUSTRIAL AREA HOUIE TOWN DONGGUAN CITY GUANGDONG PROVINCE, CHINA	55841; 55845	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/24/2015	\$0.00
1295	GRAND STEP (HK), LTD. ROOM 807, HARBOUR CRYSTAL CENTRE 100 GRANVILLE ROAD TST EAST HONG KONG, CHINA	55849	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/04/2015	\$0.00
1296	GRAND STEP HK, LTD. ROOM 708 HARBOUR CRYSTAL CENTRE 100 GRANVILLE ROAD TST EAST HONG KONG, CHINA	55853	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT, DESIGN SERVICES AGREEMENT DATED 08/25/2015	\$0.00
1297	GRANT, MELISSA ADDRESS ON FILE	58965	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1298	GRANVILLE STREET PROPERTIES INC. 90 MORGAN ROAD SUITE 200 BAIE D'URFE, QC H9X 3A8 CANADA	S# 6961	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6961) GRANVILLE STREET PLAZA 454 GRANVILLE ST N SUMMERSIDE, PE	\$542.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1299	GREAT AMERICAN GROUP, LLC AND TIGER CAPITAL GROUP, LLC GREAT AMERICAN GROUP 21860 BURBANK BLVD. WOODLAND HILLS, CA 91367	49329	PAYLESS SHOESOURCE, INC.	CONSULTING AGREEMENT DATED 3/23/2017	\$0.00
1300	GREAT AMERICAN GROUP, LLC AND TIGER CAPITAL GROUP, LLC TIGER CAPITAL GROUP 60 STATE STREET 11TH FLOOR BOSTON, MA 02109	49331	PAYLESS SHOESOURCE, INC.	CONSULTING AGREEMENT DATED 3/23/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1301 GREAT AMERICAN INSURANCE COMPANY 301 E 4TH STREET CINCINNATI, OH 45202-4201	49803; 49807; 49811; 49815; 49821; 49824; 49829; 49833; 49838; 49842; 49846; 49851; 49856; 49859; 50146; 50150; 50153; 50157; 50161; 50165; 50169; 50173; 50176; 50179; 50180; 50184; 50186; 50190; 50194	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	CRIME (EXCESS) POLICY NUMBER CRP059-48-98-04	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1302 GREAT AMERICAN INSURANCE COMPANY 301 E 4TH STREET CINCINNATI, OH 45202-4201	49863; 49864; 49868; 49872; 49876; 49880; 49884; 49887; 49892; 49895; 49901; 49904; 49908; 49912; 49916; 49918; 49922; 49927; 49929; 49934; 49938; 49939; 49943; 49946; 49950; 49952; 49956; 49959; 49963	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER TUE 6680256 10	\$0.00
1303 GREAT WORLD PROPERTIES LIMITED 8 STEELCASE ROAD WEST C/O LIVING PROPERTIES INC MARKHAM, ON L3R 1B2 CANADA	S# 5933	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5933) 673 YONGE ST TORONTO, ON	\$2,842.31
1304 GREECE RIDGE LLC 1265 SCOTTSVILLE ROAD ROCHESTER, NY 14624	S# 3581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3581) THE MALL AT GREECE RIDGE 316 GREECE RIDGE CENTER DR GREECE, NY	\$9,380.95

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1305	GREEN 5 PROPERTY LLC C/O HUNTER PROPERTIES 2057 W ADDISON CHICAGO, IL 60618	S# 2393	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2393) 3401 W LAWRENCE AVE CHICAGO, IL	\$10,867.50
1306	GREEN MOUNTAIN REALTY TRUST 2414 SEA ISLAND DRIVE FORT LAUDERDALE, FL 33301	S# 4376	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4376) GREEN MOUNTAIN MALL 2002 MEMORIAL DR SAINT JOHNSBURY, VT	\$2,274.00
1307	GREEN OAK VILLAGE PLACE I LLC C/O REDICO MANAGEMENT INC ONE TOWNE SQUARE SUITE 1600 SOUTHFIELD, MI 48076	S# 5730	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5730) GREEN OAKS VILLAGE PLACE 9770 VILLAGE PLACE BOULEVARD BRIGHTON, MI	\$3,733.55
1308	GREEN PRESERVE LLC 128 E. SECOND STREET C/O ANCHOR PROPERTIES COVINGTON, KY 41011-1742	S# 2604	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2604) WESTERN COMMONS 6560 HARRISON AVE CINCINNATI, OH	\$8,516.95
1309	GRESS, EDUARDO G. ADDRESS ON FILE	58716	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1310	GRI-EQY (PRESIDENTIAL MARKETS) LLC C/O FIRST WASHINGTON REALTY INC 4350 EAST WEST HIGHWAY SUITE 400 BETHESDA, MD 20814	S# 4282	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4282) PRESIDENTIAL MARKET SHOPPING CENTER 1905 SCENIC HIGHWAY SNELLVILLE, GA	\$7,791.38
1311	GRIFFIN CROSSROADS LLC C/O HALPERN ENTERPRISES INC. 5200 ROSWELL ROAD ATLANTA, GA 30342	S# 989	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #989) GRIFFIN CROSSROADS 1575 N EXPRESSWAY GRIFFIN, GA	\$5,197.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1312	GROSKO, DAVID B. ADDRESS ON FILE	58690	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1313	GROSKO, DAVID B. ADDRESS ON FILE	58894	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1314	GROUPHEALTH PO BOX 34593 SEATTLE, WA 98124	51626	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
1315	GROUPM PUERTO RICO, INC 270 MUNOZ RIVERA AVE., THIRD FLOOR. SAN JUAN, PR 00918	55857	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MEDIA SERVICES AGREEMENT DATED 10/21/2008	\$0.00
1316	GRUNERT, HEATHER D. ADDRESS ON FILE	58892	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1317	GUANDGDONG HAIFONG FOOTWEAR CO., LTD. NO. 29. CHANG AN STREET BADE CITY, TAOYUAN COUNTY 334, TAIWAN	55871	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
1318	GUANGZHOU LIGLONG LEATHERWARE CO., LTD. #8, LANE 9, TUAN JIE 1 TEAM HECHENG VILLAGE SHILING TOWN HUADU DISTRICT GUANGZHOU, CHINA	55874	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1319	GUANGZHOU LIGLONG LEATHERWARE CO., LTD. #8, LANE 9, TUAN JIE 1 TEAM HECHENG VILLAGE SHILING TOWN HUADU DISTRICT GUANGZHOU, CHINA	55882	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1320	GUANGZHOU LIGLONG LEATHERWARE CO., LTD. #8, LANE 9, TUAN JIE 1 TEAM, HECHENG VILLAGE SHILING TOWN HUADU DISTRICT GUANGZHOU, CHINA	55878	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1321	GUANGZHOU LINGLONG LEATHERWARE CO., LTD. 8# LANE 9 TUAN JIE 1 TEAM HECHENG VILLAGE SHILING TOWN HUADA DISTRICT GUANGZHOU, CHINA	55886; 55889; 55892; 55897; 55899	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 04/08/2016	\$0.00
1322	GUFFEY ROLLA PROPERTIES LLC PO BOX 39 BELLA, MO 65013	S# 641	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #641) 603 S BISHOP AVE SUITE A ROLLA, MO	\$3,433.33
1323	GUGGENHEIM SECURITIES LLC 330 MADISON AVE NEW YORK, NY 10017	59199	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 12/01/2016	\$0.00
1324	GUODA SHOES & GARMENTS CO., LTD. JIANGTOU INDUSTRY ZONE CHENDAI JINJIANG FUJIAN, CHINA	55905; 55907	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1325	GUODA(FUJIAN) SHOES & GARMENTS CO., LTD JIANGTOU INDUSTRY ZONE CHENDAI JINJIANG FUJIAN, CHINA	55910; 55914	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1326	GUODA(FUJIAN) SHOES & GARMENTS CO., LTD. JIANGTOU INDUSTRY ZONE CHENDAI JINJIANG FUJIAN, CHINA	55917; 55920	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1327	GUODA(FUJIAN) SHOES& GARMENTS CO., LTD JIANGTOU INDUSTRY ZONE CHENDAI JINJIANG FUJIAN, CHINA	55923	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1328	GUODA(FUJIAN)SHOES & GARMENTS CO., LTD. JIANGTOU INDUSTRY ZONE CHEDAI JINJIANG FUJIAN, CHINA	55926; 55930	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1329	H & R BLOCK #02075 ATTN: H&R BLOCK FIELD RE #46655 COLLIERS TURLEY MARTIN TUCKER 721 EMERSON RD., SUITE 300 ST. LOUIS, MO 63141	S# Sublease to 2075	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #Sublease to 2075) 2613 S BUSINESS DR SHEBOYGAN, WI	\$0.00
1330	H W A ENTERPRISES L.P. L.L.P. P.O. BOX 2468 WINCHESTER, VA 22601	S# 6402	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6402) 2229 VALLEY AVENUE WINCHESTER, VA	\$3,726.61
1331	H&M SYSTEMS SOFTWARE INC 24 EAST SPRING VALLEY AVE MAYWOOD, NJ 07607-2150	55935	PAYLESS SHOESOURCE, INC.	IT CONTRACT LICENSE AND MAINTENANCE AGREEMENT DATED 11/01/1998	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1332 H. MAX BENNETT 900 SW 31 TERRACE BREWSTER EAST #225 TOPEKA, KS 66611	55939	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT MEMOS REFERENCING EMPLOYEE BENEFITS DATED 07/01/1993	\$0.00
1333 HABIGER WEST 3723 BECK ROAD SUITE C PO BOX 9007 ST. JOSEPH, MO 64506	55967	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/14/2015	\$0.00
1334 HADDOCK, DARREN ADDRESS ON FILE	58910	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1335 HAERI HACIENDA PLAZA LLC 3530 WILSHIRE BLVD SUITE 1740 C/O SOOSAN CORPORATION LOS ANGELES, CA 90010	S# 2742	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2742) HACIENDA PLAZA 755 N HACIENDA BLVD LA PUENTE, CA	\$6,875.88
1336 HAI DUONG SHOES JOING STOCK COMPANY 1077 LE THANH NGHI ROAD HAI TAN WARD HAI DUONG CITY, VIETNAM	55974	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1337 HAI DUONG SHOES JOING STOCK COMPANY 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	55978; 55982; 55984; 55988; 55991	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1338 HAI DUONG SHOES JOINT STOCK COMPANY 1077 LE THANH NGHI ROAD HAI TAN WARD HAI DUONG CITY, VIETNAM	56002; 56007; 56011; 56015	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1339	HAI DUONG SHOES JOINT STOCK COMPANY 1077 LE THANH NGHI ROAD HAI TAN WARD HAI DUONG CITY, VIETNAM	56020; 56026; 56030	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1340	HAI DUONG SHOES JOINT STOCK COMPANY 1077 LE THANH NGHI ROAD HAI TAN WARD-HAI DUONG CITY, VIETNAM	55994	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 10/25/2012	\$0.00
1341	HAI DUONG SHOES JOINT STOCK COMPANY 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	55996; 56000	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1342	HAI DUONG SHOES JOINT STOCK COMPANY 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56037; 56040; 56043	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1343	HALL, SARA ADDRESS ON FILE	58966	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1344	HAMDEN PLAZA ASSOCIATES LLC C/O JCORP REALTY LLC 2 CORPORATE DRIVE SUITE 441 SHELTON, CT 06484	S# 1893	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1893) HAMDEN PLAZA 2100 DIXWELL AVENUE HAMDEN, CT	\$6,478.47
1345	HAMILTON II LLC C/O PARAN MANAGEMENT COMPANY LTD 2720 VAN AKEN BLVD. SUITE 200 CLEVELAND, OH 44210	S# 5516	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5516) DILLONVALE S/C 4066 EAST GALBRAITH CINCINNATI, OH	\$1,387.69

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1346	HAMILTON, MARY_JO ADDRESS ON FILE	59167	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1347	HAMMOND & HAMMOND RENTAL PROP. 719 W. WILLIAMS AVE. FALLON, NV 89407	S# 5435	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5435) 1895 W WILLIAMS ROAD FALLON, NV	\$387.42
1348	HAMTRAMCK CENTER LLC 2520 4036 TELEGRAPH ROAD SUITE 201 BLOOMFIELD HILLS, MI 48302	S# 2520	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2520) HAMTRAMCK TOWN CENTER 9149 JOSEPH CAMPAU ST HAMTRAMCK, MI	\$4,508.73
1349	HAN RAY INDUSTRIAL CORPORATION ATTENTION: BROWN CHERNG, 569 SECTION 3 LI-MING ROAD TAICHUNG, TAIWAN	56047	COLLECTIVE LICENSING INTERNATIONAL, LLC	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/01/2010	\$0.00
1350	HANESBRAND INC. C/O DON BURTON 1000 EAST HANES MILL ROAD WINSTON-SALEM, NC 27105	56054	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT LETTER DATED 11/14/2016	\$0.00
1351	HANGZHOU HSINGDA ARCA FOOTWEAR CO., LTD ROOM 1002, HENGCHANG GARDEN, BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	56058; 56061	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1352	HANGZHOU HSINGDA ARCA FOOTWEAR CO., LTD ROOM 1002, HENGCHANG GARDEN, BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	56066; 56070; 56077	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1353	HANGZHOU HSINGDA ARCA FOOTWEAT CO. LTD. ROOM 1002, HENGCHANG GARDEN, BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	56081; 56084	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1354	HANGZHOU HSINGDA ARCA FOOTWEAT CO., LTD. ROOM 1002, HENGCHANG GARDEN, BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	56090	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1355	HANGZHOU HSINGSA ACRA FOOTWEAT CO., LTD. ROOM 1002, HENGCHANG GARDEN, BLOCK B NO. 521 WANPING ROAD (SOUTH) SHANGHAI, CHINA	56097	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1356	HANSEN AND MIRA AVDICH 4774 LINCOLN AVENUE CHICAGO, IL 60625	S# 4113	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4113) 4772 N LINCOLN AVE CHICAGO, IL	\$2,916.67
1357	HANSEN, NEIL ADDRESS ON FILE	58881	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1358	HAP PROPERTY OWNER LP C/O CORE PROPERTY MANAGEMENT LP 591 WEST PUTNAM AVENUE GREENWICH, CT 06830	S# 5606	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5606) HAMBURG PAVILION 2160 SIR BARTON WAY LEXINGTON, KY	\$5,352.41

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1359	HARDY, JILL ADDRESS ON FILE	58941	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1360	HARLAN D. AND MAXINE DOUGLASS 815 E ROSEWOOD SPOKANE, WA 99208-5507	S# 2229	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2229) KMART CENTER 495 N STATE ST OREM, UT	\$3,121.33
1361	HARNEYS CRAIGMUIR CHAMBERS PO BOX 71 ROAD TOWN TORTOLA, VG1110 BRITISH VIRGIN ISLANDS	59262	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1362	HARRIS_DUCKWORTH, NIKKI_LEIGH ADDRESS ON FILE	58986	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1363	HARRISON, TAMARA ADDRESS ON FILE	58968	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1364	HARRISVILLE-ROGERS L.C. 101 SOUTH 200 EAST SUITE 200 SALT LAKE CITY, UT 84111-3104	S# 3847	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3847) HARRISVILLE SHOPPING CENTER 486 NORTH 325 EAST HARRISVILLE, UT	\$3,750.00
1365	HARVARD DEVELOPMENTS INC C/O HARVARD PROPERTY MANAGEMENT INC SUITE 2000 1874 SCARTH STREET REGINA, SK S4P 4B3 CANADA	S# 5937	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5937) GRASSLANDS SHOPPING CENTER 4638 GORDON ROAD REGINA, SK	\$1,127.33

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1366	HARVEST SHOE LEATHER CO., LTD. XIALIN VILLAGE, CHENGXIANG DISTRICT PUTIAN CITY, FUJIAN, CHINA	56120	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
1367	HARVEY CAPITAL CORPORATION 2333 COTNER AVENUE LOS ANGELES, CA 90064	S# 2755	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2755) COMMERCE CENTER 5514 WHITTIER BLVD LOS ANGELES, CA	\$9,522.67
1368	HARVEY TOLSON TOLSON INVESTMENT 6591 W. CENTRAL AVENUE SUITE 100 TOLEDO, OH 43617	S# 6585	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6585) NORTH PARK PLAZA 2279 NORTH PARK DRIVE HOLLAND, MI	\$4,593.33
1369	HAWHORNE ACQUISITION LLC 65 HARRISTOWN ROAD SUITE 301 C/O THE BRDRIN ORGANIZATION GLEN ROCK, NJ 07452	S# 5492	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5492) RAG SHOP DISCOUNT CENTER 111 WAGARAW ROAD HAWTHORNE, NJ	\$10,760.10
1370	HAWK COMMERCIAL PROPERTIES LLC 298 ROGERSVILLE ROAD WILMINGTON, NC 28403	S# 5529	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5529) 348 S COLLEGE RD WILMINGTON, NC	\$4,992.02
1371	HAY GROUP, INC- ATTN: IRV BECKER 300 PLAZA TEN JERSEY CITY, NJ 07311-4012	56126	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/09/2008	\$0.00
1372	HAYES, VIRGIL L. ADDRESS ON FILE	59037	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1373	HAYS MALL LLC 2918 VINE STREET HAYS, KS 67601	S# 189	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #189) BIG CREEK CROSSING 2918 VINE ST HAYS, KS	\$2,500.00
1374	HB CONNECTIONS, INC. C/O GABY BERELOVICH 8190 ROYDEN MONTREAL, QC H4P 2T2 CANADA	56135	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 10/07/2015	\$0.00
1375	HB CONNECTIONS, INC. 8190 ROYDEN MONTREAL, QC H4P 2T2 CANADA	56130	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 09/21/2015	\$0.00
1376	HEALTH NET OF CALIFORNIA, INC. PO BOX 4504 WOODLAND HILLS, CA 91365-4505	51607	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
1377	HEALTH NET HEALTH INSURANCE COMPANY OF OREGON 13221 SW 68TH PARKWAY TIGARD, OR 97223	51621	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
1378	HEALTH NET LIFE INSURANCE COMPANY 1230 W WASHINGTON ST #401 TEMPE, AZ 85281	51603	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
1379	HEAP INC. 460 BRYANT ST. SUITE 300 SAN FRANCISCO, CA 94107	56143	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 08/30/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1380 HEAP INC. 460 BRYANT STREET SUITE 300 SAN FRANCISCO, CA 94107	56147	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 12/09/2016	\$0.00
1381 HEB GROCERY COMPANY LP PO BOX 839955 SAN ANTONIO, TX 78283-3955	S# 265	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #265) LAUREL HEIGHTS SHOPPING CENTER 1210 S 77 SUNSHIRE STRIP HARLINGEN, TX	\$1,083.33
1382 HEBCO DEVELOPMENT INC. 646 S. MAIN AVENUE PO BOX 839955 SAN ANTONIO, TX 78283-3955	S# 2378	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2378) MCCRELESS SHOPPING CENTER 4102 S NEW BRAUNFELS AVE STE 103 SAN ANTONIO, TX	\$8,403.25
1383 HEBEI BAOYANG SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	56153; 56156	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1384 HEBEI BAOYANG SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	55781; 55782; 55786	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1385 HEBEI BAOYANG SHOE CO., LTD. NORTH SHENGLI ROAD, ZAOQIANG COUNTRY, HEBEI PROVINCE HENGSHUI, CHINA	56151	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1386 HEBEI BAOYANG SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENXIAN COUNTRY SHANGHAI, CHINA	55789; 55791; 55793	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1387	HECK, MICHAEL D. ADDRESS ON FILE	58770	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1388	HECK, MICHAEL D. ADDRESS ON FILE	58889	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1389	HEIGHTS RETAIL LTD 70 NE LOOP 410 SUITE 450 C/O CENCOR REALTY SERVICES SAN ANTONIO, TX 78216	S# 458	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #458) UNIVERSITY HEIGHTS SHOPPING CENTER 12822 I-10 WEST SAN ANTONIO, TX	\$8,570.36
1390	HELPERICH PATENT LINCENSING, LLC 60 E.RIO SALADO PARKWAY, SUITE 900 TEMPE, AZ 85281	55798	PAYLESS INC.	TRADEMARK OR IP AGREEMENT CONTENT PATENT LICENSE AGREEMENT DATED 11/28/2012	\$0.00
1391	HEMET VALLEY CENTER LP 468 NORTH CAMDEN DRIVE SUITE 300 BEVERLY HILLS, CA 90210	S# 2317	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2317) HEMET VALLEY CENTER 3541 W FLORIDA AVE HEMET, CA	\$9,200.74
1392	HEMPSTEAD LEVITTOWN ASSOC. LLC 19 W. 34TH ST. SUITE 918 NEW YORK, NY 10001	S# 3734	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3734) LEVITTOWN SHOPPING CENTER 2997 HEMPSTEAD TPKE LEVITTOWN, NY	\$6,069.90
1393	HENRIETTA H MOSELEYTRUSTEE; MOSELEY TRUST DT 10/22/87 UNDIVIDED 1/2 INTEREST; RINALDO F RITCHIE/MARIAN H RITCHIETRUSTE 2411 OREGON AVENUE REDWOOD CITY, CA 94061	S# 5325	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5325) 4395 WADE GREEN ROAD KENNESAW, GA	\$2,000.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1394	HENRY K. WORKMAN JR. TRUSTEE 2959 OF THE J.P. JONES FAMILY TRUST LP PO BOX 2790 MALIBU, CA 90265	S# 2959	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2959) 2290 N IMPERIAL AVE EL CENTRO, CA	\$3,333.33
1395	HERNANDEZ, ROY A. ADDRESS ON FILE	58693	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1396	HERSHBERGER, CHRIS ADDRESS ON FILE	55804	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/08/2015 PLUS STATEMENTS OF WORK	\$0.00
1397	HERZOG SUPPLY CO. INC. DBA KINGSTON PLAZA P.O. BOX 3328 / PHYSICAL ADDRESS: 151 PL KINGSTON, NY 12401	S# 6559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6559) KINGSTON PLAZA 304 PLAZA RD KINGSTON, NY	\$0.00
1398	HEWITT INSURANCE BROKERAGE, LLC AON HEWITT ASSOCIATES, LLC 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069-4302	55809	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT BILLING AND COLLECTION AGREEMENT DATED 01/01/2016	\$0.00
1399	HEWITT ASSOCIATES LLC AON HEWITT ASSOCIATES, LLC 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069-4302	51640	PAYLESS SHOESOURCE, INC.	AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT DATED 05/19/2016	\$0.00
1400	HEWITT ASSOCIATES LLC AON HEWITT ASSOCIATES, LLC 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069-4302	55812	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BROKER COMMISSIONS DATED 01/01/2016	\$15,000.61

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1401	HEWITT ASSOCIATES LLC AON HEWITT ASSOCIATES, LLC 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069-4302	55816	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADMINISTRATION SERVICES DATED 06/19/2013 PLUS AMENDMENTS	\$0.00
1402	HEWITT ASSOCIATES LLC AON HEWITT ASSOCIATES, LLC 4 OVERLOOK POINT LINCOLNSHIRE, IL 60069-4302	55819	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDED SERVICES AGREEMENT DATED 01/01/2017	\$0.00
1403	HEWLETT PACKARD COMPANY 300 HANOVER STREET PALO ALTO, CA 94304	55835	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT MASTER LEASE AND FINANCING AGREEMENT	\$2,822.20
1404	HEWLETT PACKARD COMPANY 300 HANOVER STREET PALO ALTO, CA 94304	55838	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT MASTER LEASE AND FINANCING AGREEMENT SCHEDULE	\$0.00
1405	HEWLETT PACKARD FINANCIAL SERVICES COMPANY 200 CONNELL DRIVE, SUITE 5000 BERKELEY HEIGHTS, NJ 07922	67917	PAYLESS SHOESOURCE DISTRIBUTION, INC.	MASTER LEASE AND FINANCING AGREEMENT SCHEDULE DATED 6/25/13	\$0.00
1406	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY 200 CONNELL DRIVE, SUITE 5000 BERKELEY HEIGHTS, NJ 07922	55846	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT MASTER LEASE AND FINANCING AGREEMENT DATED 02/18/2013 PLUS STATEMENTS OF WORK	\$0.00
1407	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY 200 CONNELL DRIVE, SUITE 5000 BERKELEY HEIGHTS, NJ 07922	55850	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 08/13/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1408	HIGH POINT DESIGN LLC ATTN: CRAIG GOLDBERG 1411 BROADWAY 8TH FLOOR NEW YORK, NY 10018	55854	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 05/03/2005	\$0.00
1409	HIGH POINT KNITTING INC ATTN: CRAIG GOLDBERG, VICE PRESIDENT 104 W. 29TH STREET 7TH FLOOR NEW YORK, NY 10001	55859	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 07/10/2003	\$0.00
1410	HIGH POINTE COMMONS HOLDING LP C/O BENNETT WILLIAMS REALTY INC 3528 CONCORD ROAD YORK, PA 17402	S# 6418	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6418) 4628 HIGH POINTE BOULEVARD HARRISBURG, PA	\$5,183.11
1411	HIGHLAND KINGDALE ASSOCIATES LLC 310 YORKTOWN PLAZA ELKINS PARK, PA 19027	S# 6581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6581) KINGDALE PLAZA 20 W PARK AVE VINELAND, NJ	\$3,739.69
1412	HIGHLAND LAKES PROPERTY LLC C/O DEMETREE REAL ESTATE SERVICES 1350 N ORANGE AVE SUITE 100 WINTER PARK, FL 32789	S# 1097	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1097) HIGHLAND LAKES SHOPPING CENTER 7457 W COLONIAL DR # 269 ORLANDO, FL	\$7,127.18
1413	HIGHT, TIM ADDRESS ON FILE	58775	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1414	HIGHT, TIM ADDRESS ON FILE	58927	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1415	HILLIKER, TAMMY ADDRESS ON FILE	59062	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1416	HILLSIDE CENTRE HOLDINGS INC C/O BENTALL KENNEDY (CANADA) LP - ATTN: 1055 DUNSMUIR STREET SUITE 1800 VANCOUVER, BC V7X 1B1 CANADA	S# 5984	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5984) HILLSIDE SHOPPING CENTER 1644 HILLSIDE AVENUE VICTORIA, BC	\$2,040.35
1417	HILLTOP PLAZA LLC PO BOX 869 LAKEWOOD, NJ 08701	S# 6563	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6563) SUPERCENTER PLAZA 46 SUPERCENTER PLAZA DR LEWISTOWN, PA	\$2,049.27
1418	HILO COAST UNITED CHURCH OF CHRIST 28-1630 OLD MAMALAHOA HIGHWAY HONOLULU, HI 96728	55866	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS	\$0.00
1419	HITCH, LORRAINE ADDRESS ON FILE	58660	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1420	HK NEW PLAN ERP PROPERTY HOLDINGS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 2306	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2306) ELKHART MARKET CENTRE 4024 ELKHART RD GOSHEN, IN	\$4,471.48
1421	HMSA 818 KEEAUMOKU ST HONOLULU, HI 96814	51612	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1422	HO HSIN TAI LIMITED PHUM CHAM CHAO SANGKAT CHAM CHAO KHAN PO SEN CHEY PHNOM PENH, KAMPUCHEA (CAMBODIA)	55880; 55884; 55887; 55894; 55898	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1423	HO HSIN TAI LIMITED PHUM CHAM CHAO, SANGKAT CHAM CHAO, KHAN PO SEN CHEY PHNOM PENH, KAMPUCHEA (CAMBODIA)	55902; 55906	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1424	HO WANG TAI GROUP CO., LTD. C/O XIA-BAN INDUSTRY PARK HOU-JIE TOWN DONG GUAN CITY GUANG DONG, CHINA	55918; 55922	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1425	HO WANG TAI GROUP CO., LTD. SHI CHANG ROAD GUAN SHUI CITY HU BEI PROVINCE CHINA	55912	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1426	HOBSON ENTERPRISES LTD 1 C BIRD ROCK POB 105 BASSETERRE, ST. CHRISTOPHER (ST. KITTS) & NEVIS	55928	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT BROKERAGE - POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
1427	HOBSON ENTERPRISES LTD 1 C BIRD ROCK POB 105 BASSETERRE, ST. CHRISTOPHER (ST. KITTS) & NEVIS	55934	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BROKERAGE- POOL POINT AGREEMENT DATED 06/01/2015	\$0.00
1428	HODOH, KARL ADDRESS ON FILE	58811	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1429 HOFMAN, JERALD ADDRESS ON FILE	59091	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1430 HOFMAN, JERALD ADDRESS ON FILE	58984	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1431 HOGAN TRANSPORTS, INC 85 CORPORATE WOODS DRIVE BRIDGETON, MO 63044	55943	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 04/30/2012	\$0.00
1432 HOMBURG TRUST 189/2226012 ONTARIO INC 1 PLACE ALEXIS NIHON SUITE 1010 MONTREAL, QC H3Z 3B8 CANADA	S# 6971	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6971) PLACE ALEXIS NIHON 1500 ATWATER WESTMOUNT, QC	\$1,753.22
1433 HOMCO REALTY FUND (186) LIMITED PARTNERSHIP 3400 DE MAISONNEUVE WEST BLVD SUITE 1010 MONTREAL, QC H3Z 3B8 CANADA	S# 5901	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5901) CENTRE LAVAL 1600 LE CORBUSIER BOULEVARD LAVAL, QC	\$1,090.14
1434 HONG KONG NORTHWEST INVESTMENT LLC C/O A A REALTY CO. 9720 TOWN PARK DRIVE SUITE #180 HOUSTON, TX 77036	S# 5543	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5543) HUNTINGTON VILLAGE 12675 BISSONNET HOUSTON, TX	\$1,851.00
1435 HONOLULU FREIGHT SERVICE 140 DATE STREET MONTEBELLO, CA 90640	55947	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DELIVERY AGENT AGREEMENT DATED 07/06/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1436 HOOPP REALTY INC - C/O MORGUARD INVESTMENTS LIMITED 55 CITY CENTRE DRIVE SUITE 800 ATTN: VP RETAIL PROPERTY MANAGEMENT MISSISSAUGA, ON L5B 1M3 CANADA	S# 6917	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6917) NORTHGATE MALL 1500 FISHER ST NORTH BAY, ON	\$2,037.31
1437 HOOPP REALTY INC (MARLBOROUGH MALL) C/O 20 VIC MANAGEMENT INC SUITE 310 - 433 MARLBOROUGH WAY NE CALGARY, AB T2A 5H5 CANADA	S# 5842	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5842) MARLBOROUGH MALL 1156-3800 MEMORIAL DRIVE NE CALGARY, AB	\$2,211.87
1438 HOOPP REALTY INC C/O 20 VIC MANAGEMENT INC QUINTE MALL 1 QUEEN STREET EAST; SUITE 300 BOX 88 TORONTO, ON M5C 2W5 CANADA	S# 5930	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5930) QUINTE MALL 390 NORTH FRONT ST BELLEVILLE, ON	\$2,287.76
1439 HOOPP REALTY INC C/O 20 VIC MANAGEMENT INC 1 QUEEN STREET EAST SUITE 300 BOX 88 TORONTO, ON M5C 2W5 CANADA	S# 5887	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5887) DEVONSHIRE MALL 3100 HOWARD AVE WINDSOR, ON	\$2,134.04
1440 HOOPP REALTY INC C/O MORGUARD INVESTMENTS LIMITED 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ON L5B 1M3 CANADA	S# 5929	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5929) INTERCITY SHOPPING CENTRE 1000 FT WILLIAM RD THUNDER BAY, ON	\$1,884.82
1441 HOOTSUITE MEDIA, INC. 5 EAST 8TH AVENUE VANCOUVER, BC V5T 1R6 CANADA	55950	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SAAS AGREEMENT AND PROPOSAL DATED 02/19/2015	\$4,219.18
1442 HOPEWELL DISTRIBUTION SERVICES INC BAY 31, 5353 50TH STREET SE CALGARY, AB T2C3W1 CANADA	55953	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/02/2001	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1443 HOPEWELL DISTRIBUTION SERVICES INC. ATTN: BOB DERYK 255 CHRYSLER DRIVE, UNIT 3, SUITE A BRAMPTON, ON L6S 6C8 CANADA	55960	PAYLESS SHOESOURCE CANADA INC.	LOGISTICS CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/02/2011	\$0.00
1444 HOPPER PROPERTIES L.P. P.O. BOX 82515 BAKERSFIELD, CA 93380-2515	S# 3821	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3821) NORTHWEST PROMENADE 8430 ROSEDALE HIGHWAY BAKERSFIELD, CA	\$8,308.60
1445 HORLOCK, SHERRY ADDRESS ON FILE	59065	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1446 HOSEIN, SHALOT ADDRESS ON FILE	58668	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1447 HOST ANALYTICS, INC. 555 TWIN DOLPHIN DRIVE, SUITE 400 REDWOOD CITY, CA 94065	55969	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SUBSCRIPTION AGREEMENT SERVICE CONTRACT QUOTE DATED 11/30/2016	\$0.00
1448 HOUSTON GULFGATE PARTNERS L.P. 1800 POST OAK BLVD SUITE 6400 C/O WULFE MANAGEMENT SERVICES INC HOUSTON, TX 77056	S# 269	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #269) 920 GULFGATE CENTER MALL HOUSTON, TX	\$9,514.99
1449 HOWARD J. DANNANBERG, D.P.M. BEDFORD PODIATRY GROUP PC, 21 EASTMAN AVENUE BEDFORD, NH 03110	54959	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND MUTUAL RELEASE DATED 10/26/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1450	HOYOS, RAFAEL B. ADDRESS ON FILE	58722	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1451	HOYOS, RAFAEL B. ADDRESS ON FILE	58913	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1452	HUA ZHOU CITY DONGMING LEATHERWARE (CAMBODIA) CO., LTD. D61-48 NO. 4 NATIONAL ROAD 212KM PREY NOB DISTRICT SIHANOUKVILLE, KAMPUCHEA (CAMBODIA)	55976; 55981; 55989	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 10/28/2016	\$0.00
1453	HUA ZHOU CITY DONGMING LEATHERWARE (CAMBODIA) CO., LTD D61-48 NO. 4 NATIONAL ROAD 212KM PREY NOB DISTRICT SIHANOUKVILLE, KAMPUCHEA (CAMBODIA)	55992	DYNAMIC ASSETS LIMITED	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 10/28/2016	\$0.00
1454	HUA ZHOU CITY DONGMING LEATHERWARE (CAMBODIA) CO., LTD. BLK 9, FU CHENG INDUSTRY PARK #82 SHILIAN ROAD, SHIJI VILLAGE SHIJI TOWN, PANYU GUANGZHOU, CHINA	56001; 56003; 56006	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/28/2016	\$0.00
1455	HUA ZHOU CITY DONGMING LEATHERWARE (CAMBODIA) CO., LTD. BLK 9, FU CHENG INDUSTRY PARK #82 SHILIAN ROAD, SHIJI VILLAGE SHIJI TOWN, PANYU, GUANGZHOU, CHINA	55995; 55997	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 10/28/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1456	HUA ZHOU CITY DONGMING LEATHERWARE CO., LTD. D61-48, NO. 4 NATIONAL ROAD 212KM, PREY NOB DISTRICT SIHANOUKVILLE, KAMPUCHEA (CAMBODIA)	56010; 56012	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/28/2016	\$0.00
1457	HUA ZHOU CITY DONGMING LEATHERWARE LIMITED SONGJIA VILLAGE HEJIANG TOWN HUAZHOU CITY GUANGDONG, CHINA	56016	COLLECTIVE BRANDS LOGISTICS, LIMITED	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 03/30/2016	\$0.00
1458	HUAZHOU CITY DONGMING LEATHERWARE LIMITED SONGJIA VILLAGE HEJIANG TOWN HUAZHOU CITY GUANDONG, CHINA	56021; 56023; 56028; 56032	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/30/2016	\$0.00
1459	HUB GROUP, INC 3050 HIGHLAND PARKWAY SUITE 100 DOWNERS GROVE, IL 60515	56039	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 02/16/2003	\$0.00
1460	HUB GROUP, INC 3050 HIGHLAND PARKWAY, STE 100 DOWNERS GROVE, IL 60515	56035	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSPORTATION SERVICE AGREEMENT FOR LINE HAUL TRANSPORTATION SERVICE DATED 02/16/2003 PLUS AMENDMENTS	\$0.00
1461	HUDD DISTRIBUTION SERVICES 3418 142ND AVE SUMNER, WA 98390	56044	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOADER AGREEMENT DATED 08/01/1995	\$0.00
1462	HUDD DISTRIBUTION SERVICES 3418 142ND AVE SUMNER, WA 98390	56049	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOADER AGREEMENT DATED 10/01/1997	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1463	HUDD DISTRIBUTION SERVICES, INC. 3418 142ND AVE SUMNER, WA 98390	56052	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOAD PROGRAM DATED 04/01/2005	\$0.00
1464	HUDD DISTRIBUTION SERVICES, INC. 3418 142ND AVE SUMNER, WA 98390	56056	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOAD PROGRAM DATED 07/01/2003	\$0.00
1465	HUDD DISTRIBUTION SERVICES, INC. 3418 142ND AVE SUMNER, WA 98390	56060	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOAD PROGRAM DATED 09/01/2004	\$0.00
1466	HUDD DISTRIBUTION SERVICES, INC. 3418 142ND AVE SUMNER, WA 98390	56063	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSLOAD PROGRAM DATED 10/01/2001	\$0.00
1467	HUDDLE HOUSE 5901-B PEACHTREE DUNWOODY RD NE SUITE 450 SANDY SPRINGS, GA 30328	56068	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/08/2016	\$0.00
1468	HUGE DEVELOPMENT LTD. 8F, NO.81 TAICHUNGKANG ROAD, SEC 1 TAICHUNG, TAIWAN	56071	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
1469	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHING, TAIWAN	56117	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/01/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1470	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56149	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/19/2011	\$0.00
1471	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56139	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 05/07/2011	\$0.00
1472	HUGE INTERNATIONAL LIMITED 2F NO. 70, INDUSTRY ONE RD. IND. ZONE TAICHUNG, TAIWAN	56121	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 02/01/2008	\$0.00
1473	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56074	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 10/25/2012	\$0.00
1474	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56076; 56079	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 08/03/2016	\$0.00
1475	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56080; 56083	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/03/2017	\$0.00
1476	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56086; 56088; 56091; 56125; 56129; 56134	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1477	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56092; 56095; 56141	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 08/03/2016	\$0.00
1478	HUGE INTERNATIONAL LIMITED 8F NO. 81 TAICHUNGKANG ROAD SEC. 1 TAICHUNG, TAIWAN	56155; 56157	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1479	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG R.O.C., TAIWAN	56099; 56103	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1480	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56107; 56112	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 10/19/2011	\$0.00
1481	HUGE INTERNATIONAL LIMITED 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1, TAICHUNG, TAIWAN	56145	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 09/01/2011	\$0.00
1482	HUGO BOSS TRADE MARK MANAGEMENT GMBH & CO. KG DIESELSTRASSE 12 MERTZINGEN, GERMAQN GERMANY	56160	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT EXHIBIT E DATED 01/04/2011	\$0.00
1483	HUGO BOSS TRADE MARK MANAGEMENT GMBH & CO. KG DIESELSTRASSE 12 METZINGEN, 72555 GERMANY	56161	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CO-EXISTENCE AGREEMENT DATED 01/12/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1484	HUGO BOSS TRADE MARK MANAGEMENT GMBH & CO.KG DIESELSTRASSE 12 METZINGEN, GERMANY	56164	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT CO-EXISTENCE AGREEMENT DATED 01/12/2011	\$0.00
1485	HUSSACK, ALYSA ADDRESS ON FILE	59001	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1486	HVTC LLC ATTN: PRESIDENT 2425 EAST CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 2763	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2763) HAPPY VALLEY TOWNE CENTER 2501 W HAPPY VALLEY RD PHOENIX, AZ	\$5,130.00
1487	HYLAN PLAZA 1339 LLC 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 3825	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3825) HYLAN SHOPPING CENTER 2600 HYLAN BLVD STATEN ISLAND, NY	\$15,586.44
1488	HYPNOTIC HAT, LTD., C/O CEO/PRESIDENT 10 EAST 34TH STREET, 6TH FLOOR NEW YORK, NY 10016	56158	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/25/2005	\$0.00
1489	HYPNOTIC HAT, LTD., C/O CEO/PRESIDENT 10 EAST 34TH STREET, 6TH FLOOR NEW YORK, NY 10016	56163	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/27/2013	\$0.00
1490	I.D. SYSTEMS, INC 123 TICE BLVD WOODCLIFF LAKE, NJ 07677	56167	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT POWERBOX SERVICE SUBSCRIPTION AGREEMENT DATED 02/04/2011	\$14,120.87

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1491 IBM CREDIT LLC 7100 HIGHLANDS PARKWAY SMYRNA, GA 30082	56179	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT IBM SOFTWARE MAINTENANCE DATED 01/22/2017	\$317,015.40
1492 IBOTTA, INC. 1900 16TH STREET, SUITE 400 DENVER, CO 80202	56188	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT SERVICE AGREEMENT - RETAIL DATED 02/15/2016 PLUS STATEMENTS OF WORK	\$0.00
1493 ICB, INTL 148 W 37 NEW YORK, NY 10018	56192	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/03/2014	\$0.00
1494 IDX LOUISVILL 3451 RIDER TRAIL SOUTH EARTH CITY, MO 63045	56201	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/10/2010	\$0.00
1495 IG INVEST MGMT LTD AS TRUSTEE FOR INVESTORS REAL PROP FUND (97.5%) & NA (LPM) LP (2.5%) LYNDEN PARK MALL MANAGEMENT OFFICE; 84 L BRANTFORD, ON N3R 6B8 CANADA	S# 5813	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5813) LYNDON PARK MALL 84 LYNDEN RD BRANTFORD, ON	\$2,151.22
1496 IGS DAYTON, INC. 6100 EMERALD PARKWAY DUBLIN, OH 43016	56205	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT UTILITY DATED 12/01/2016	\$0.00
1497 IKON FINANCIAL SERVICES 1738 BASS ROAD MACON, GA 31210	56211	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT WORK ORDER-US DATED 03/21/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1498	IKON FINANCIAL SERVICES, INC 1738 BASS ROAD MACON, GA 31210	56215	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT AMENDMENT DATED 05/20/2016	\$0.00
1499	IKON OFFICE SOLUTIONS, INC 70 VALLEY STREAM PARKWAY MALVERN, PA 19355-1456	56221	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM NUMBER 12 MASTER SERVICE AGREEMENT DATED 12/15/2009	\$0.00
1500	IKON OFFICE SOLUTIONS, INC 70 VALLEY STREAM PARKWAY MALVERN, PA 19355-1456	56225	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUMS TO MASTER SERVICE AGREEMENT DATED 02/06/2008	\$0.00
1501	IKON OFFICE SOLUTIONS, INC 70 VALLEY STREAM PARKWAY MALVERN, PA 19355-1456	56230	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICE AGREEMENT DATED 12/12/2007 PLUS AMENDMENTS	\$0.00
1502	IKON OFFICE SOLUTIONS, INC 70 VALLEY STREAM PARKWAY MALVERN, PA 19355-1456	56234	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT WORK ORDER US	\$0.00
1503	ILLINOIS POWER MARKETING COMPANY D/B/A HOMEFIELD ENERGY ELECTRIC SERVICE AGREEMENT ATTENTION: CONTRACT ADMINISTRATION, 1500 EASTPORT PLAZA DRIVE COLLINSVILLE, IL 62234	56237	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ELECTRIC SERVICE AGREEMENT EXHIBIT A DATED 10/20/2016	\$0.00
1504	ILLINOIS STAR CENTRE LLC 3000 WEST DEYOUNG STREET SUITE 604 C/O ILLINOIS CENTRE MALL MANAGEMENT OFFI MARION, IL 62959	S# 3868	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3868) ILLINOIS CENTRE 3000 W DEYOUNG ST # 434 MARION, IL	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1505 IMPORT SOLUTIONS DE MÉXICO, S. DE R.L. DE C.V. RIO DUERO 31 MEXICO D.F. MEXICO CITY, 06500 MEXICO	42872	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
1506 INDEED 177 BROAD STREET 4TH FLOOR STAMFORD, CT 6901	51609	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT	\$0.00
1507 INDUSTRIAS MAJAR, S.A DE C.V. OLEODUCTO # 112 FRACC. CIUDAD INDUSTRIAL C.P. 37490 LEON, GUANAJUATO, MEXICO	56241; 56244	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/11/2016	\$0.00
1508 INDUSTRIAS MAJAR, S.A. DE C.C. OLEODUCTO #112 FRACC. CIUDAD INDUSTRIAL C.P. LEON, GUANAJUATO, 37490 MEXICO	56248	PAYLESS SHOESOURCE WORLDWIDE, INC.	CUSTOMER AGREEMENT SOURCING AGREEMENT DATED 10/11/2016	\$0.00
1509 INFOBLOX 4750 PATRICK HENRY DRIVE SANTA CLARA, CA 95054	56251	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/03/2011 PLUS STATEMENTS OF WORK	\$0.00
1510 INFOR (US). INC ATTN: GENERAL COUNSEL 40 GENERAL WARREN BLVD. SUITE #110 MALVERN, PA 19355	56255	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT INFOR ORDER FORM SUBSCRIPTION LICENSE AND SERVICES AGREEMENT DATED 01/31/2017	\$19,021.74
1511 INFOR (US), INC. 641 AVENUE OF THE AMERICAS NEW YORK, NY 10011	49282	PAYLESS SHOESOURCE WORLDWIDE, INC.	SUSALC4 INFOR ORDER FORM MFP DATED 1/31/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1512	INGENICO INC 3025 WINDWARD PLAZE SUITE 600 ALPHARETTA, GA 30005	72249	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT ONE TO PAYMENT SYSTEM PURCHASE AGREEMENT DATED 01/25/2016	\$0.00
1513	INGLES MARKETS INCORPORATED P.O. BOX 6676 ASHEVILLE, NC 28816	S# 1680	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1680) 5719 APPALACHIAN HWY BLUE RIDGE, GA	\$2,158.33
1514	INLAND SOUTHEAST NEWNAN CROSSING LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAK BROOK, IL 60523	S# 2556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2556) NEWNAN CROSSING SHOPPING CENTER 561 BULLSBORO DR NEWNAN, GA	\$5,147.89
1515	INLAND WESTERN CYPRESS MILL LIMITED PARTNERSHIP 2021 SPRING ROAD SUITE 200; ATTN: PRESID C/O RPAI SOUTHWEST MANAGEMENT LLC OAK BROOK, IL 60523	S# 5034	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5034) SPRING CYPRESS SC 26084 HWY 290 W CYPRESS, TX	\$6,374.86
1516	INLAND WESTERN GAINESVILLE VILLAGE LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAK BROOK, IL 60523	S# 1625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1625) VILLAGE SHOPPES OF GAINESVILLE 891 DAWSONVILLE HIGHWAY 190 GAINESVILLE, GA	\$6,932.26
1517	INLAND WESTERN GLENDALE LLC 2021 SPRING ROAD SUITE 200 C/O RPAI SOUTHWEST MANAGEMENT LLC OAK BROOK, IL 60523	S# 3047	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3047) PEORIA CROSSINGS 9440 W NORTHERN GLENDALE, AZ	\$9,678.58
1518	INLAND WESTERN MANSFIELD LP 2021 SPRING ROAD SUITE 200 C/O RPAI SOUTHWEST MANAGEMENT LLC OAKBROOK, IL 60523	S# 4082	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4082) MANSFIELD TOWNE CENTER 120 WEST DEBBIE LANE MANSFIELD, TX	\$5,334.14

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1519	INLAND WESTERN MCDONOUGH HENRY TOWN LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAKBROOK, IL 60523	S# 2886	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2886) HENRY TOWN CENTER 1880 JONESBORO RD MCDONOUGH, GA	\$5,599.39
1520	INLAND WESTERN OSWEGO DOUGLASS LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC CHICAGO, IL 60674	S# 2506	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2506) OSWEGO COMMONS 3006 ROUTE 34 OSWEGO, IL	\$6,591.16
1521	INLAND WESTERN SPOKANE NORTHPOINTE LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAK BROOK, IL 60523	S# 3567	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3567) NORTHPOINTE PLAZA 9762 N NEWPORT HWY SPOKANE, WA	\$6,259.02
1522	INLAND WESTERN WACO CENTRAL LIMITED PARTNERSHIP 2021 SPRING ROAD SUITE 200 C/O RPAI SOUTHWEST MANAGEMENT LLC OAK BROOK, IL 60523	S# 257	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #257) CENTRAL TEXAS MARKETPLACE 2600 W LOOP 340 WACO, TX	\$7,761.89
1523	INLAND WESTERN WESLEY CHAPEL NORTHWOODS LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC; ATTN: PROPER OAK BROOK, IL 60523	S# 3618	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3618) NORTHWOOD SC 1227 BRUCE B DOWNS BLVD WESLEY CHAPEL, FL	\$8,508.76
1524	INNESS, SARAH ADDRESS ON FILE	58723	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1525	INNOVATION DATA PROCESSING INNOVATION PLAZA 275 PATERSON AVENUE 3RD FL LITTLE FALLS, NJ 07424-1658	72251	PAYLESS SHOESOURCE, INC.	LICENSE AGREEMENT DATED 12/15/1978	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1526 INNOVATIVE CUSTOM BRANDS, INCORPORATED 148 WEST 37TH STREET 6TH FLOOR NEW YORK, NY 10018	56275	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/04/2014	\$0.00
1527 INNOVATIVE CUSTOM BRANDS, INCORPORATED 148 WEST 37TH STREET 6TH FLOOR NEW YORK, NY 10018	56268	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/04/2014	\$0.00
1528 INNOVATIVE CUSTOM BRANDS, INCORPORATED 148 WEST 37TH STREET 6TH FLOOR NEW YORK, NY 10018	56270	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/14/2018	\$0.00
1529 INNOVATIVE CUSTOM BRANDS, INCORPORATED, DENIS RYAN 148 WEST 37TH STREET 6TH FLOOR NEW YORK, NY 10018	56279	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/04/2014	\$0.00
1530 INNOVATIVE DESIGNS LLC 141 WEST 36TH STREET 8TH FLOOR NEW YORK, NY 10018	56283	PAYLESS SHOESOURCE, INC.	COMMISSION AGREEMENT INNOVATIVE DESIGNS BUYING AGENT QUESTIONNAIRE DATED 04/27/2014	\$0.00
1531 INNOVATIVE DESIGNS LLC 141 WEST 36TH STREET 8TH FLOOR NEW YORK, NY 10018	56286	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 05/12/2014	\$0.00
1532 INNOVATIVE DESIGNS, LLC., C/O DOUG HABER 141 WEST 36TH STREET, 8TH FLOOR NEW YORK, NY 10018	56289	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1533 INNOVATIVE DESINGS, LLC 141 WEST 36TH STREET, 8TH FLOOR NEW YORK, NY 10018	56293	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/12/2014	\$0.00
1534 INNOVEST PORTFOLIO SOLUTIONS, LLC- ATTN: DONNA PATCH 4643 S. ULSTER ST. SUITE 1040 DENVER, CO 80237	56297	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 10/24/2016	\$0.00
1535 INSIGHT DIRECT USA, INC ATTN: LEGAL DEPT. 6820 SOUTH HARL AVE. TEMPE, AZ 85283	56304	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER US MASTER VALUE-ADDED RESELLER PURCHASE AGREEMENT DATED 01/06/2017	\$0.00
1536 INSTREAM 70 WALNUT STREET, 2ND FLOOR WELLESLEY, MA 02481	56306	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/07/2015	\$0.00
1537 INSURANCE SERVICES OFFICE, INC. 545 WASHINGTON BOULEVARD, JERSEY CITY,, NJ 07310	56310	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER AGREEMENT DATED 01/07/2008	\$0.00
1538 INTEGRATED LOGISTICS, LLC. ATTN: DAVID A. IVIE, PRINCIPAL P.O. BOX 2051 ALPHARETTA, GA 30023	56315	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FIRST AMENDMENT TO WEB-BASED TRANSPORTATION INFORMATION MANAGEMENT TOOL AGREEMENT DATED 02/01/2015 PLUS AMENDMENTS	\$0.00
1539 INTELLIGRATED SOFTWARE, LLC ATTN TREASURY 7901 INNOVATION WAY MASON, OH 45040	72252	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK SERVICE AGREEMENT DATED 12/02/2008	\$249.98

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1540	INTELLIGRATED SYSTEMS 7901 INNOVATION WAY MASON, OH 45040	72256; 72257	PAYLESS SHOESOURCE DISTRIBUTION, INC.	TECHNICAL SERVICE AGREEMENT DATED 11/15/2016	\$0.00
1541	INTELLIGRATED SYSTEMS, LLC 7901 INNOVATION WAY MASON, OH 45040	56323	PAYLESS SHOESOURCE DISTRIBUTION, INC.	VENDOR AGREEMENT TECHNICAL SERVICE AGREEMENT PROPOSAL/PROFESSIONAL SERVICES AGREEMENT DATED 01/01/2017 PLUS STATEMENTS OF WORK	\$0.00
1542	INTELLIGRATED 7901 INNOVATION WAY MASON, OH 45040	56320	PAYLESS SHOESOURCE DISTRIBUTION, INC.	IT CONTRACT TSA PROPOSAL DATED 01/01/2017	\$36,882.83
1543	INTERACTIVE COMMUNICATIONS INTERNATIONAL INC. 250 WILLIAMS STREET 5TH FLOOR, SUITE 5-2002 ATLANTA, GA 30303	56326	PAYLESS GOLD VALUE CO, INC.	SERVICE CONTRACT AMENDMENT NO. 2 TO GIFT CARD DISTRIBUTION AGREEMENT	\$0.00
1544	INTERCHURCH SOCIAL SERVICES OF KNOX COUNTY INC. 306 WEST GAMBLER STREET PO BOX 1952 MOUNT VERNON, OH 43050	56334	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/14/2014	\$0.00
1545	INTERDENOMINATIONAL CHURCH USHERS' ASSOCIATION OF WASHINGTON DC & VICINITY, INC. 1923-16TH STREET, NW WASHINGTON, DC 20009	56337	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/24/2013	\$0.00
1546	INTERFACE AMERICAS, INC. INTERFACE FLOR P.O. BOX 1503 LAGRANGE, GA 30241	56341	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/11/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1547	INTERLOOP LIMITED AL-SADIQ PLAZA, P-157 RAILWAY ROAD FAISALABAD, 38000 PAKISTAN	56344	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT AUTHORIZATION AGREEMENT DATED 12/10/2013	\$0.00
1548	INTERNATIONAL BUSINES MACHINES CORPORATION 400 RIVERPARK DRIVE NORTH READING, MA 01864	56350	PAYLESS SHOESOURCE, INC.	IT CONTRACT CUSTOMER AGREEMENT DATED 02/17/2003	\$0.00
1549	INTERNATIONAL BUSINES MACHINES CORPORATION 400 RIVERPARK DRIVE NORTH READING, MA 01864	56351	PAYLESS SHOESOURCE, INC.	IT CONTRACT CUSTOMER AGREEMENT DATED 02/17/2003	\$0.00
1550	INTERNATIONAL BUSINES MACHINES CORPORATION 400 RIVERPARK DRIVE NORTH READING, MA 01864	56355	PAYLESS SHOESOURCE, INC.	IT CONTRACT CUSTOMER AGREEMENT DATED 10/18/2002 PLUS STATEMENTS OF WORK	\$0.00
1551	INTERNATIONAL BUSINES MACHINES CORPORATION 400 RIVERPARK DRIVE NORTH READING, MA 01864	56359	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AGREEMENT FOR SERVICES DATED 09/02/2003 PLUS STATEMENTS OF WORK	\$0.00
1552	INTERNATIONAL BUSINESS MACHINES CORPORATION 4111 NORTHSIDE PARKWAY ATLANTA, GA 30327	56375	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PROPOSAL TO PROVIDE MULTI-SERVICES DATED 01/18/2005	\$0.00
1553	INTERNATIONAL BUSINESS MACHINES CORPORATION 1805 LBJ FREEWAY DALLAS, TX 75234	56371	PAYLESS SHOESOURCE, INC.	IT CONTRACT INTERNATIONAL CUSTOMER AGREEMENT DATED 07/22/1999 PLUS STATEMENTS OF WORK	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1554 INTERNATIONAL BUSINESS MACHINES CORPORATION 217 EAST 8TH TOPEKA, KS 66603	56367	PAYLESS SHOESOURCE, INC.	IT CONTRACT CUSTOMER AGREEMENT DATED 06/12/1996 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1555 INTERNATIONAL BUSINESS MACHINES CORPORATION 4111 NORTHSIDE PARKWAY ATLANTA, GA 30327	56364	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CUSTOMER AGREEMENT AND ATTACHMENT FOR LOAN PRODUCTS ACQUIRED DATED 11/29/2007	\$0.00
1556 INTERNATIONAL INSPIRATIONS, LTD., D/B/A LUX ACCESSORIES, LTD. ATTN: SHAYA RIVER 362 FIFTH AVE. SUITE 601 NEW YORK, NY 10001	56380; 56383	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/24/2010	\$0.00
1557 INTERNATIONAL SOS ASSISTANCE, INC. 8 NESHAMINY INTERPLEX # 207 TREVOSSE, PA 19053	49969; 49972; 49974; 49976; 49980; 49983; 49985; 49989; 49993; 49995; 49998; 50001; 50005; 50009; 50013; 50017; 50021; 50027; 50031; 50033; 50037; 50041; 50045	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	SOS INTERNATIONAL POLICY NUMBER 11BCMA000220	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1558	INTER-PACIFIC TRADING CORPORATION, D/B/A/ INTER-PACIFIC CORPORATION ATTN: DEEPAK ALAG 2257 COLBY AVE. LOS ANGELES, CA 90064	56386; 56390	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/28/2010	\$0.00
1559	INTERSTATE GAS SUPPLY, INC 3231 SE SIXTH STREET TOPEKA, KS 66607	56394; 56397	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT EXHIBIT TO NATURAL GAS PURCHASE CONFIRMATION	\$0.00
1560	INTERSTATE GAS SUPPLY, INC 3231 SE SIXTH STREET TOPEKA, KS 66607	56400	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT GAS PURCHASE CONFIRMATION DATED 07/02/2014 PLUS AMENDMENTS	\$0.00
1561	INTERSTATE GAS SUPPLY, INC 3231 SE SIXTH STREET TOPEKA, KS 66607	56403	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT GAS PURCHASE CONFIRMATION. DATED 12/04/2014	\$0.00
1562	INTERSTATE GAS SUPPLY, INC. P.O. BOX 631919 CINCINNATI, OH 45263-1919	56464	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT OH VECTREN IGS ENERGY CONTRACT DATED 08/01/2012	\$0.00
1563	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56407	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM TO NATURAL GAS SUPPLY CONTRACT	\$0.00
1564	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56412	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT GAS PURCHASE CONFIRMATION DATED 02/01/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1565	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56414	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT IGS NATURAL GAS PURCHASE CONFIRMATION V4.2CH-IND MICHIGAN DATED 04/01/2014	\$0.00
1566	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56419; 56424	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION DATED 02/01/2015	\$0.00
1567	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56427	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.2CH0-IND MICHIGAN DATED 04/01/2015	\$0.00
1568	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56430	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.2CH-IND ILLINOIS DATED 02/01/2015	\$0.00
1569	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56432	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.2CH-IND MICHIGAN DATED 02/01/2015	\$0.00
1570	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56435	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.2CH-IND MICHIGAN DATED 04/01/2015	\$0.00
1571	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56439	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.2CH-IND MICHIGAN DATED 04/01/2015 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1572	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56443	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.CH-IND ILLINOIS DATED 07/01/2015	\$0.00
1573	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56446	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.CH-IND MICHIGAN DATED 04/01/2015	\$0.00
1574	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56451; 56455	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS PURCHASE CONFIRMATION V4.CH-IND MICHIGAN DATED 04/01/2015	\$0.00
1575	INTERSTATE GAS SUPPLY, INC. 3231 SE SIXTH STREET TOPEKA, KS 66607	56459	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS SUPPLY CONTRACT (ADDENDUM)	\$0.00
1576	INTERSTATE TRAILER SALES, INC. 14001 VALLEY BLVD. FONTANA, CA 92335	56473	PAYLESS SHOESOURCE DISTRIBUTION, INC.	LEASE: EQUIPMENT RENTAL/LEASE AGREEMENT DATED 01/29/2015	\$0.00
1577	INTERSTATE TRAILER SALES, INC. 14001 VALLEY BLVD. FONTANA, CA 92335	56467	PAYLESS SHOESOURCE DISTRIBUTION, INC.	LEASE: EQUIPMENT RENTAL/LEASE AGREEMENT DATED 01/19/2015	\$0.00
1578	INVODO, INC. 211 E. 7TH STREET SUITE 1020 ATTN: TREY SWAIN AUSTIN, TX 78701	56479	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 06/30/2014 PLUS STATEMENTS OF WORK	\$11,711.46

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1579	INVODO, INC. P.O. BOX 671377 ATTN: GENERAL COUNSEL DALLAS, TX 75267-1377	56477	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/29/2014	\$0.00
1580	ION MEDIA ENTERTAINMENT INC. 601 CLEARWATER PARK ROAD WEST PALM BEACH, FL 33401	56488	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 03/01/2014	\$0.00
1581	ION MEDIA ENTERTAINMENT, INC. 601 CLEARWATER PARK ROAD WEST PALM BEACH, FL 33401	56491	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 02/19/2015	\$0.00
1582	IP ATTORNEYS GROUP LLC ATTENTION BILLING DEPARTMENT 16 OXFORD ROAD, 2ND FLOOR MILFORD, CT 06460	59263	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1583	IPSOS MMA, INC. 301 MERRITT 7 NORWALK, CT 06851	56497	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/14/2014	\$0.00
1584	IPSOS MMA, INC. 301 MERRITT 7 NORWALK, CT 06851	56505	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK FOR MARKETING MIX PREPARED DATED 12/16/2014	\$0.00
1585	IPSOS MMA, INC. ATTN. LISA FOSTER 301 MERRITT 7 NORWALK, CT 06851	56500	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/23/2014 PLUS STATEMENTS OF WORK	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1586	IRC AURORA COMMONS LLC C/O IRC RETAIL CENTERS; RETAIL INVESTMEN 814 COMMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	S# 2981	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2981) AURORA COMMONS 1246 N LAKE ST AURORA, IL	\$3,855.61
1587	IRC GOLDENROD MARKETPLACE II LLC C/O IRC RETAIL CENTERS #10380 814 COMMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	S# 4659	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4659) GOLDENROD MARKETPLACE 5963 S GOLDENROD RD ORLANDO, FL	\$13,099.51
1588	IRC MALLARD CROSSING LLC 814 COMMERCE DRIVE SUITE 300 C/O IRC RETAIL CENTERS; ATTN: PRESIDENT OAK BROOK, IL 60523	S# 4437	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4437) MALLARD CROSSING SHOPPING CENTER 851 MEACHAM RD ELK GROVE VILLAGE, IL	\$4,794.77
1589	IRC TURFWAY COMMONS LLC C/O IRC RETAIL CENTERS; ATTN: PRESIDENT 814 COMMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	S# 876	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #876) TURFWAY CENTER 4989 HOUSTON RD FLORENCE, KY	\$4,796.60
1590	IRON MOUNTAIN PO BOX 27128 NEW YORK, NY 10087	72232	PAYLESS SHOESOURCE, INC.	CUSTOMER AGREEMENT - SCHEDULE A	\$0.00
1591	IRONDEQUOIT TK OWNER LLC C/O JAAD MANAGEMENT LLC 415 PARK AVENUE ROCHESTER, NY 14607	S# 6306	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6306) CULVER RIDGE PLAZA 2255 RIDGE RD EAST STE 15A IRONDEQUOIT, NY	\$7,230.18
1592	IRONWOOD SQUARE WEST LLC C/O GOODALE & BARBIERI COMPANY 818 W RIVERSIDE AVENUE SUITE 300 SPOKANE, WA 99201	S# 3619	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3619) IRONWOOD SQUARE 226 W IRONWOOD DR STE 3 COEUR D ALENE, ID	\$3,800.08

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1593	IVANHOE CAMBRIDGE I INC; IVANHOE CAMBRIDGE II INC; WOODGROVE HOLDINGS 95 WELLINGTON STREET WEST SUITE 300 TORONTO, BC M5J 2R2 CANADA	S# 5885	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5885) WOODGROVE CENTRE 6631 ISLAND HWY NORTH NANAIMO, BC	\$2,667.35
1594	IVANHOE CAMBRIDGE II INC & RCCOM LP C/O THE CADILLAC FAIRVIEW CORPORATION LI 20 QUEEN STREET WEST TORONTO, ON M5H 3R4 CANADA	S# 5993	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5993) RICHMOND CENTRE 1115-6551 NO. 3 ROAD RICHMOND, BC	\$3,017.14
1595	IVANHOE CAMBRIDGE II INC 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 6911	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6911) VAUGHAN MILLS 1 BASS PRO MILLS DR CONCORD, ON	\$3,350.89
1596	IVANHOE CAMBRIDGE II INC 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 5971	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5971) METROPOLIS AT METROTOWN 131 - 4800 KINGSWAY BURNABY, BC	\$2,671.48
1597	IVANHOE CAMBRIDGE II INC. AND CANAPEN (HALTON) LIMITED 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 6922	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6922) MAPLEVIEW SHOPPING CENTRE 900 MAPLE AVENUE BURLINGTON, ON	\$2,317.30
1598	IVANHOE CAMBRIDGE II LLC 4720 KINGSWAY SUITE 604 BURNABY, BC V5H 4N2 CANADA	S# 5970	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5970) METROPOLIS AT METROTOWN 4700 KINGSWAY BURNABY, BC	\$4,795.48
1599	IVANHOE CAMBRIDGE II LLC 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 5998	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5998) CONESTOGA MALL 550 KING ST N WATERLOO, ON	\$2,853.07

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1600	IVANHOE CAMBRIDGE INC 2695-10355 152 STREET GUILDFORD TOWN CENTRE SURREY, BC V3R 7C1 CANADA	S# 5868	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5868) GUILDFORD TOWN CENTER 10355 152ND ST SURREY, BC	\$3,040.63
1601	IVANHOE CAMBRIDGE INC 3147 DOUGLAS STREET UNIT 221 VICTORIA, BC V8Z 6E3 CANADA	S# 6965	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6965) MAYFAIR SHOPPING CENTRE 3147 DOUGLAS ST VICTORIA, BC	\$3,006.17
1602	IVANHOE CAMBRIDGE INC. 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 7180	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7180) CROSS IRON MILLS 261055 CROSS IRON BLVD ROCKY VIEW COUNTY, AB	\$3,099.16
1603	J & A FOOD SERVICE INC. 930 EXECUTIVE WAY SUITE 200 REDDING, CA 96002	56520	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/21/2016	\$0.00
1604	J AND M PROPERTIES 114 FOXTAIL DRIVE C/O MICHAEL L AND JUDITH E ROBINS SANTA MONICA, CA 90402	S# 2508	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2508) MAYWOOD TOWN CENTER 4444 SLAUSON AVE MAYWOOD, CA	\$0.00
1605	J.B. HUNT TRANSPORT, INC 615 J.B. HUNT CORPORATE DRIVE, P.O. BOX 130 LOWELL, AR 72745	56524	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 11/19/2002	\$0.00
1606	JACK KATZ AND MANUEL MUNOZ 548 CENTRAL AVENUE EAST ORANGE, NJ 07018	S# 4848	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4848) 540 CENTRAL AVENUE EAST ORANGE, NJ	\$4,465.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1607	JACKSON CORPORATION 330 5TH AVE 11TH FLOOR NEW YORK, NY 10001	56531	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 01/04/2011	\$0.00
1608	JACKSON SQUARE INVESTORS 3800-A SPRINGHURST BLVD LOUISVILLE, KY 40241	S# 3509	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3509) 2916 GRANT LINE RD NEW ALBANY, IN	\$3,200.00
1609	JACKSONVILLE MZL LLC C/O WINSLOW PROPERTY MANAGEMENT LLC 80 HAYDEN AVENUE LEXINGTON, MA 02421	S# 171	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #171) OAKLEAF TOWN CENTER 8180 MERCHANTS GATE DR JACKSONVILLE, FL	\$4,192.31
1610	JA JIMMY LLC 3741 VALLEY OAKS DRIVE C/O YUN LIN MANAGER CLINTON, IA 52732	S# 52	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #52) CLINTON TOWNE CENTER 2418 VIRGINIA AVE CLINTON, IA	\$0.00
1611	JAMES T DUNN JR AS TRUSTEE OF THE JAMES T DUNN JR REVOCABLE TRUST DATED JANUARY 13 1992 2710 SOUTH UTICA AVENUE TULSA, OK 74114	S# 118	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #118) 7301 E ADMIRAL PL TULSA, OK	\$2,304.69
1612	JAMES, VALENTINE ADDRESS ON FILE	58982	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1613	JAMSHAIID, SIDRA ADDRESS ON FILE	58856	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1614 JANKE, LEROY ADDRESS ON FILE	58691	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1615 JARDEL CO. INC. 555 EAST CITY LINE AVE. SUITE 1130 BALA CYNWYD, PA 19004	S# 4642	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4642) PRICES CORNER SHOPPING CENTER 3208 KIRKWOOD HWY WILMINGTON, DE	\$8,418.99
1616 JASON ASSOCIATES LLC 1055 ST. CHARLES AVE; SUITE 701 C/O PROPERTY MGMT. GROUP NEW ORLEANS, LA 70130-3942	S# 4688	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4688) 1960 BARATARIA BLVD MARRERO, LA	\$6,165.50
1617 JAY & KATHLEEN JOHNSON; LAFRAMBOISE REALTY LLC 10855 FIRST STREET CANADIAN LAKES STANWOOD, MI 49346-9642	S# 6190	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6190) 803-1 NORTH EUCLID AVENUE BAY CITY, MI	\$3,116.66
1618 JAY GROUP, LTD (A NORTH CAROLINA CORPORATION) 1450 ATLANTIC AVENUE ROCKY MOUNT, NC 27801	56535	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO MASTER SERVICES AGREEMENT DATED 11/08/2013 PLUS STATEMENTS OF WORK	\$0.00
1619 JAY GROUP, LTD. 1450 ATLANTIC AVENUE ROCKY MOUNT, NC 27801	56539	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT FOUR TO MASTER SERVICES AGREEMENT DATED 06/01/2015	\$0.00
1620 JAY H. AND NANCY A. GRANT 15553 HUSTON STREET ENCINO, CA 91436	S# 2941	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2941) 1481 N HOLLENBECK AVE COVINA, CA	\$1,962.42

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1621 JCS AIR CONDITIONING & HTG 18177 ROSE AVE BLOOMINGTON, CA 92316	56544	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MAINTENANCE AGREEMENT PROPOSAL DATED 01/10/2017	\$0.00
1622 JDA SOFTWARE, INC. 14400 N 87TH ST SCOTTSDALE, AZ 85260-3649	56552	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT NO.: SA02054 DATED 02/15/2011	\$0.00
1623 JDA SOFTWARE, INC. ATTN: JAMES D. ARMSTRONG, CEO 14400 N 87TH ST SCOTTSDALE, AZ 85260-3649	56548	PAYLESS SHOESOURCE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 11/16/2000	\$0.00
1624 JDA SOFTWARE, INC. ATTN: JAMES D. ARMSTRONG, CEO 14400 N 87TH ST SCOTTSDALE, AZ 85260-3649	56165	PAYLESS SHOESOURCE, INC.	MAINTENANCE: SOFTWARE SUPPORT AGREEMENT DATED 08/28/2000 PLUS AMENDMENTS	\$0.00
1625 JDC PROPERTIES C/O CITE PARTNERS 100 S ORANGE AVE SUITE 500 ORLANDO, FL 32801	S# 1234	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1234) SHOPS AT AUBURNDALE 2052 HWY 92 WEST AUBURNDALE, FL	\$567.10
1626 JDN REAL ESTATE-HAMILTON LP 3300 ENTERPRISE PARKWAY C/O DEVELOPERS DIVERSIFIED REALTY CORPOR BEACHWOOD, OH 44122	S# 1898	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1898) HAMILTON MARKET 406 MARKETPLACE BLVD HAMILTON, NJ	\$8,724.50
1627 JDN REALTY CORPORATION 359 EAST PACES FERRY ROAD NE SUITE 400 ATLANTA, GA 30305	S# 5407	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5407) 6351 I-55 NORTH #105 JACKSON, MS	\$4,167.25

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1628	JEFFERSON-MARUMSCO 1 LLC C/O MARUMSCO HOLDING COMPANY LLC PO BOX 2648 STAFFORD, VA 22555	S# 5151	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5151) MARUMSCO PLAZA 13961 JEFFERSON DAVIS PKWY WOODBIDGE, VA	\$3,483.15
1629	JERRY R. DAVIS 2505 RIVERSIDE DRIVE DANVILLE, VA 24540	S# 6366	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6366) 2846 RIVERSIDE DRIVE DANVILLE, VA	\$0.00
1630	JIANGXI ZHENGBO INDUSTRIAL CO., LTD. WUYUAN INDUSTRIAL AREA WUYUAN COUNTY SHANGRAO CITY JIANGXI PROVINCE, CHINA	56169; 56173; 56177	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1631	JIANGZI ZHENGBO INDUSTRIAL CO., LTD. WUYUAN INDUSTRIAL AREA WUYUAN COUNTY SHANGRAO CITY JIANGXI PROVINCE, CHINA	56181; 56185	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1632	JIM BONDS ENTERPRISES INC 118 WORTHING ROAD SAINT SIMONS ISLAND, GA 31522	S# 950	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #950) 130 ALTAMA CONNECTOR BLVD BRUNSWICK, GA	\$6,916.67
1633	JIMLAR CORPORATION ATTN: JAMES RAVICA 160 GREAT NECK ROAD GREAT NECK, NY 11021	56189	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/01/2008	\$0.00
1634	JIN-HEIN ENTERPRISES CO., LTD. 3FL PAO PIN ROAD YUNG-HO CITY HSIEN TAIPEI, TAIWAN	87973	PAYLESS INC.	INDEMNITY AGREEMENT DATED 05/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1635 JINJIAN HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56193; 56196	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1636 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE CHINA	56202	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1637 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56200	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1638 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56207; 56209	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1639 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56235; 56238; 56242	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1640 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN CITY, FUJIAN, CHINA	56213; 56216	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 10/20/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1641 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. NO. 496 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN, FUJIAN, CHINA	56253; 56257; 56261	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1642 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56229	COLLECTIVE BRANDS LOGISTICS, LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1643 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56219; 56222; 56224	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1644 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56232	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1645 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	56247; 56249	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1646 JINJIANG HONGZHAN SHOES PLASTIC CO., LTD. XIBIN INDUSTRIAL AREA JINJIANG CITY FUJIAN PROVINCE, CHINA	56265; 56267	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1647 JINJIANG HONZHAN SHOES PLASTIC CO., LTD XIBIN INDUSTRIAL AREA JINJAING CITY FUJIAN PROVINCE, CHINA	54964; 56271; 56274	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1648 JINJIANG HONZHAN SHOES PLASTIC CO., LTD XIBIN INDUSTRIAL JINJAIN CITY, FUJIAN PROVINCE, CHINA	56278; 56281	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 10/20/2016	\$0.00
1649 JKB RESTAURANTS LC (MCDONALDS) 4923 LINCOLN WAY AMES, IA 50014	56284	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/13/2015	\$0.00
1650 JLT SPECIALTY INSURANCE SERVICES, INC. 300 SOUTH WACKER DRIVE SUITE 2424 CHICAGO, IL 60606	56291	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 02/09/2017	\$0.00
1651 JLT SPECIALTY INSURANCE SERVICES, INC. 300 SOUTH WACKER DRIVE SUITE 2424 CHICAGO, IL 60606	56294	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 02/09/2017	\$0.00
1652 JMA IT 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	56309	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT MASTER PURCHASE AGREEMENT DATED 04/15/2010	\$0.00
1653 JOHN G VENINI INVESTMENTS LIMITED #1 308 8TH AVE. S.W. CALGARY, AB T2P 1C1 CANADA	S# 6995	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6995) THE CORE 317 7TH AVENUE SW CALGARY, AB	\$2,782.53

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1654	JOHNSBOROUGH STATION LLC 8707 LAKE STEILACOOM POINT ROAD SW LAKEWOOD, WA 98498	S# 3013	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3013) 1601 E 72ND ST TACOMA, WA	\$3,967.50
1655	JOHNSON, CHUCK ADDRESS ON FILE	59098	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1656	JOHNSON, DONALD ADDRESS ON FILE	58944	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1657	JOHNSON, SHANNON ADDRESS ON FILE	58727	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1658	JOHNSON, SYDNEY ADDRESS ON FILE	56316	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK SETTLEMENT AGREEMENT DATED 10/17/2007	\$0.00
1659	JOHNSTON, SHANNON ADDRESS ON FILE	58974	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1660	JOHNSTONE FOODS, INC. (MCDONALD'S) 2101 NORTHSIDE DR., STE. 202 PANAMA CITY, FL 32405	56319	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/17/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1661	JOHNSTOWN SHOPPING CENTER LLC 1851 W INDIANTOWN ROAD SUITE 101 C/O MPG PROPERTY GROUP JUPITER, FL 33458	S# 6368	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6368) RICHLAND TOWN CENTER 310 TOWN CENTER DRIVE JOHNSTOWN, PA	\$4,812.92
1662	JOLOSKY, RICHARD A. ADDRESS ON FILE	59020	PAYLESS SHOESOURCE, INC.	SERVICE AGREEMENT RETIREMENT AGREEMENT	\$0.00
1663	JONES DAY 250 VESEY STREET NEW YORK, NY 10281-1047	59264	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1664	JONES, HEATHER ADDRESS ON FILE	56324	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2008	\$0.00
1665	JONES, MICHAEL ADDRESS ON FILE	59171	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
1666	JONLEE WINDHAM LLC C/O REDSTONE INVESTMENTS 5050 BELMONT AVENUE YOUNGSTOWN, OH 44505	S# 4967	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4967) WINDHAM MALL 795 ROOSEVELT TRAIL WINDHAM, ME	\$2,234.38
1667	JORDAN OUTDOOR ENTERPRISES, LTD 1390 BOX CIRCLE COLUMBUS, GA 31907	72286	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1668	JORDAN OUTDOOR ENTERPRISES, LTD 1390 BOX CIRCLE COLUMBUS, GA 31907	56338	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR AGREEMENT DATED 04/20/2011	\$250.00
1669	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCCE COLUMBUS, GA 31907	72281	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
1670	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	72284	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT	\$0.00
1671	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	56342	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 03/03/2014	\$0.00
1672	JORDAN OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	56347	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MANUFACTURER TERMS, RESTRICTIONS AND CONDITIONS DATED 02/12/2012	\$0.00
1673	JORDAN OUTDOOR ENTERPRISES, LTD.. 1390 BOX CIRCLE ATTN: LICENSING DEPARTMENT COLUMBUS, GA 31907	56352	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 03/03/2011	\$0.00
1674	JORDON OUTDOOR ENTERPRISES, LTD. 1390 BOX CIRCLE COLUMBUS, GA 31907	72279	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1675 JOSEY/TRINITY MILLS LTD 3102 MAPLE AVENUE SUITE 500 DALLAS, TX 75201	S# 2133	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2133) TRINITY VALLEY SHPG CNTR 2630 N JOSEY LN STE 101 CARROLLTON, TX	\$0.00
1676 JPMCC 2006-LDP7 CENTRO ENFIELD LLC C/O EAGLE ROCK PLAZA 2700 COLORADO BLVD SUITE 230 LOS ANGELES, CA 90041	S# 2263	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2263) EAGLE ROCK PLAZA 2700 COLORADO BLVD LOS ANGELES, CA	\$6,696.67
1677 JSMN SHENANGO VALLEY MALL LLC 280 IDAHO STREET ATTN: RAVINDER THOTA PARAMUS, NJ 07652	S# 2828	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2828) SHENANGO VALLEY MALL 3255 E STATE ST HERMITAGE, PA	\$2,707.58
1678 JU HUI FOOTWEAR CO., LTD. FUZHUSHAN VILLAGE LIAOBU TOWN DONGGUAN CITY GUANGDONG PROVINCE, CHINA	56377; 56381	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1679 JU HUI FOOTWEAR CO., LTD. PHUM RAVEANG, KHUM KHNOL DAMBANG SROK CHEUNG PREY, KAMPONG CHAM PROVINCE, KAMPUCHEA (CAMBODIA)	56366; 56370; 56374	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1680 JU HUI FOOTWEAR CO., LTD. PHUM RAVEANG, KHUM KHNOL DAMBANG SROK CHEUNG PREY, KAMPONG CHAM PROVINE, KAMPUCHEA (CAMBODIA)	56356	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1681 JU HUI FOOTWEAR CO., LTD. PHUM RAVEANG, KHUM KHNOL DAMBANG, SROK CHEUNG PREY KAMPONG CHAM PROVINCE, KAMPUCHEA (CAMBODIA)	56360; 56362	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1682	JUBILEE CLINTON II LLC C/O SCHOTTENSTEIN PROPERTY GROUP C/O EXE 4300 E FIFTH AVENUE COLUMBUS, OH 43219	S# 5025	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5025) CLINTON CROSSING S C 8765 BRANCH AVE CLINTON, MD	\$5,796.33
1683	JUNGER, ELLEN ADDRESS ON FILE	56385	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT NON-DISCLOSURE AGREEMENT DATED 12/05/2016	\$0.00
1684	JUST BOODS FOOTWEAR, INC. 333 S. STATE STREET SUITE V-336 LAKE OSWEGO, OR 97034	56392	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 08/25/2015	\$0.00
1685	JUST BUDS FOOTWEAR 333 S. STATE STREET SUIT V-336 LAKE OSWEGO, OR 97034	56398	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 09/18/2015	\$0.00
1686	JUST BUDS FOOTWEAR, INC. 333 S. STATE STREET SUITE V-336 LAKE OSWEGA, OR 97034	56402	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 09/04/2015	\$0.00
1687	JUSTTRANSFORM.COM LLC ATTN: LEGAL DEPT 19925 STEVENS CREEK BLVD CUPERTINO, CA 95014	56405	PAYLESS SHOESOURCE, INC.	IT CONTRACT MASTER SUBSCRIPTION AGREEMENT DATED 11/01/2015	\$0.00
1688	JW FRANKLIN COMPANY MISSOURI 123 EAST GAY SUITE V PO BOX 573 WARRENSBURG, MO 64093	S# 712	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #712) NORTH PARK SHOPPING CENTER 320 E YOUNG ST WARRENSBURG, MO	\$2,969.11

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1689	KAHLE, CHRISTY L. ADDRESS ON FILE	59100	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1690	KAHLE, CHRISTY L. ADDRESS ON FILE	59178	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1691	KAISER FOUNDATION HEALTH PLAN, INC. 1950 FRANKLIN STREET OAKLAND, CA 94612	56413	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 09/26/2014	\$0.00
1692	KAMAL, MARIA ADDRESS ON FILE	58860	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1693	KANCHI KAMATCHI, SIVAKUMAR ADDRESS ON FILE	59105	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1694	KANDEL_POKHREL, PABITRA ADDRESS ON FILE	58990	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1695	KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC. 444 WEST 47TH STREET, SUITE 900, KANSAS CITY,, MO 64112	56425	PAYLESS INC.	SERVICE CONTRACT FEE FOR SERVICES AGREEMENT DATED 02/01/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1696	KAPCAR, BRADLEY ADDRESS ON FILE	58666	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1697	KAPLAN, MASSAMILLO & ANDREWS, LLC 200 W MADISON ST 16TH FL CHICAGO, IL 60606	59276	PAYLESS SHOESOURCE, INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1698	KAUFLAND WARENHANDEL GMBH & CO. KG RÖTELSTRASSE 35 74172 (DE) NECKARSULM, GERMANY	56447	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 11/07/2016	\$0.00
1699	KAUR, RAMANDEEP ADDRESS ON FILE	58993	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1700	KAZOWSKI, PATTI ADDRESS ON FILE	58901	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1701	KB PARKSIDE LLC C/O BOULDER VENTURE SOUTH LLC 2226 SR 580 CLEARWATER, FL 33763	S# 5321	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5321) SHOPPES AT PARK PLACE 3790 PARK BLVD PINELLAS PARK, FL	\$8,242.31
1702	KEDS, LLC. 191 SPRING STREET LEXINGTON, MA 02421	67885; 67896	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1703	KEEPER'S INTERNATIONAL ATTN: MITCHELL HYAMS 20720 MARILLA ST CHATSWORTH, CA 91311	56452; 56453	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 11/07/2007	\$0.00
1704	KEKST AND COMPANY, INC. 437 MADISON AVENUE NEW YORK, NY 10022	56458	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT CONFIRMATION DATED 03/03/2017	\$0.00
1705	KELLY SERVICES, INC 999 WEST BIG BEAVER TROY, MI 48084	56470	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 07/30/2014	\$0.00
1706	KELLY SERVICES, INC. ATTN: GENERAL COUNSEL 999 W BIG BEAVER RD TROY, MI 48084	56476	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT DATED 07/30/2014 PLUS AMENDMENTS	\$0.00
1707	KELOWNA CENTRAL PARK PROPERTIES LTD AND KELOWNA CENTRAL PARK C/O GWL REALTY ADVISORS INC ITF 650 WEST GEORGIA STREET SUITE 1600; PO B VANCOUVER, BC V6B 4N7 CANADA	S# 5837	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5837) KELOWNA CENTRAL PARK 100 - 1575 BANKS ROAD KELOWNA, BC	\$1,337.13
1708	KENNETH COLE PRODUCTIONS, INC. ATTN: CHERIE BLUM 603 W. 50TH STREET NEW YORK, NY 10019	56484; 56487	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/23/2009	\$0.00
1709	KENTH LIMITED KENNETH COLE PRODUCTIONS, INC. ATTN: CHERIE BLUM 603 W. 50TH STREET NEW YORK, NY 10019	56489; 56494	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/23/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1710	KERMAN SHOPPING PLAZA LLC C/O MANCO ABBOTT INC PO BOX 9440 FRESNO, CA 93792	S# 5426	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5426) KERMAN SHOPPING CENTER 15136 WEST WHITESBRIDGE KERMAN, CA	\$1,455.77
1711	KERUDIA ELECTRONICS(FU JIAN) CO, LTD HUSHI INDUSTRIAL PARK XIUYU PUTIAN FUJIAN, CHINA	56498; 56501	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1712	KERUIDA ELECTRONIC CO., LTD. 8F, NO.81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56504; 56508	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1713	KERUIDA ELECTRONICS (FU JIAN) CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56510; 56514	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1714	KERUIDA ELECTRONICS (FU JIAN) CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56519; 56522; 56526	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1715	KERUIDA ELECTRONICS (FU JIAN) CO., LTD. HUSHI INDUSTRIAL PARK XIUYU PUTIAN XIUYU PUTIAN FUJIAN, CHINA	56530; 56533	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1716	KERUIDA ELECTRONICS (FU JIAN) CO., LTD. HUSHI INDUSTRIAL PARK XIUYU PUTIAN XIUYU PUTIAN FUJIAN, CHINA	56540	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LETTER RE: RIGHT TO ENTER INTO SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1717	KERUIDA ELECTRONICS (FU JIAN) CO., LTD. HUSHI INDUSTRIAL PARK XIUYU PUTIAN FUJIAN, CHINA	56538	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1718	KERUIDA ELECTRONICS CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	56148; 56543; 56546	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1719	KERUIDA ELECTRONICS(FU JIAN) CO., LTD HUSHI INDUSTRIAL PARK XIUYU PUTIAN FUJIAN, CHINA	56152; 56154	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1720	KERUIDA ELECTRONICS(FU JIAN) CO., LTD. HUSHI INDUSTRIAL PARK XIUYU PUTIAN FUJIAN, CHINA	56159	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 02/22/2017	\$0.00
1721	KETTLER, JONATHAN ADDRESS ON FILE	59050	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1722	KEVIN FLORY LANDSCAPING & LAWN CARE, INC. 1224 FT. JEFFERSON AVE. GREENVILLE, OH 45331	56162	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT AGREEMENT DATED 03/13/2013	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1723 KEYSER AVENUE PROPERTIES LLC PO BOX 2276 NATCHITOCHES, LA 71457	S# 314	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #314) DIXIE PLAZA SHOPPING CENTER 310 DIXIE PLAZA NATCHITOCHES, LA	\$1,500.00
1724 KFORCE INC. 1001 E PALM AVE TAMPA, FL 33605	56168	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 07/16/2012	\$0.00
1725 KIE INVESTMENTS LLC AND BJI INVESTMENTS LLC 1220 HOWARD AVENUE SUITE 216 BURLINGAME, CA 94010	S# 2329	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2329) CORDOVA VILLAGE SC 10697 FOLSOM BLVD RANCHO CORDOVA, CA	\$5,654.15
1726 KILLBY, DERRICK ADDRESS ON FILE	59068	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1727 KIM & CHANG JEONGDONG BUILDING, 17F 21-15 JEONGDONG-GIL JUNG-GU SEOUL, 100-784 KOREA, REPUBLIC OF	59265	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1728 KIMCO DELAWARE INC 3333 NEW HYDE PARK RD SUITE 100 P.O. BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 5007	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5007) HOMESTEAD TOWN SQUARE 805 HOMESTEAD BLVD HOMESTEAD, FL	\$10,467.33
1729 KING INDUSTRY CO., LTD 50 NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	56180; 56183	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1730	KING INDUSTRY CO., LTD. 50 NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	56191; 56195	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1731	KING INDUSTRY CO., LTD. P.O. BOX 3152, ROAD TOWN TORTOLA, BRITISH VIRGIN ISLANDS	56187	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
1732	KING, ADAM ADDRESS ON FILE	58786	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1733	KINGS CROSS SHOPPING CENTRE LTD C/O GWL REALTY ADVISORS ITF 650 WEST GEORGIA STREET SUITE 1600; PO B VANCOUVER, BC V6B 4N7 CANADA	S# 4711	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4711) KINGS CROSS MALL 7488 KING GEORGE HWY SURREY, BC	\$1,348.64
1734	KINGSPORT MALL LLC C/O HULL PROPERTY GROUP ATTN: JAMES M HU 1190 INTERSTATE PARKWAY AUGUSTA, GA 30909	S# 1332	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1332) KINGSPORT TOWN CENTER 2101 FORT HENRY DR KINGSPORT, TN	\$3,583.33
1735	KINGSWAY GARDEN HOLDINGS INC C/O OXFORD PROPERTIES GROUP ROYAL BANK P NORTH TOWER SUITE 900 PO BOX 100 TORONTO, ON M5J 2J2 CANADA	S# 5845	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5845) KINGSWAY MALL 109 ST AND PRINCESS ELIZABETH AVE EDMONTON, AB	\$2,512.26
1736	KIRKLAND & ELLIS LLP 601 LEXINGTON AVENUE NEW YORK, NY 10022	59200	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 01/04/2017	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1737	KKW TRUCKING, INC 3100 POMONA BOULEVARD POMONA, CA 91768	56206	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 02/09/2003	\$0.00
1738	KKW TRUCKING, INC. 3100 POMONA BOULEVARD POMONA, CA 91768	56212	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT AMENDMENT DATED 01/21/2004	\$0.00
1739	KMC LIMITED PARTNERSHIP 901 NE GLISAN STREET C/O ELLIOTT ASSOCIATES INC PORTLAND, OR 97232	S# 979	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #979) KMART CENTER 2632 W 6TH ST THE DALLES, OR	\$1,410.42
1740	KNIGHT TRANSPORTATION, INC 5601 W.BUCKEYE RD PHOENIX, AZ 85043	56214	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 11/18/2002	\$0.00
1741	KNOX COUNTY SCHOOLS PO BOX 2188 KNOXVILLE, TN 37901	56218	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/12/2014	\$0.00
1742	KNOXVILLE PARTNERS LLC 312 SOUTH GAY STREET SUITE 200 KNOXVILLE, TN 37901	S# 2635	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2635) KNOXVILLE CENTER 3006 N MALL RD KNOXVILLE, TN	\$1,516.12
1743	KOORSEN FIRE & SECURITY INC. 2719 N. AIRLINGTON AVENUE INDIANAPOLIS, IN 46218	56239	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 06/01/2011	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1744	KOORSEN FIRE & SECURITY 2719 ARLINGTON AVENUE INDIANAPOLIS, IN 46218	56236	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 03/23/2015	\$0.00
1745	KOORSEN FIRE & SECURITY 3577 CONCORDE ROAD DAYTON, OH 45377	56233	PAYLESS SHOESOURCE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) ADVANTAGE PLAN DATED 02/09/2015	\$0.00
1746	KORS, NOVIKS & ASOCIADOS TRES SARGENTOS 463 7TH FLOOR (C1054ABC) BUENOS AIRES, 01054 ARGENTINA	59266	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1747	KOZAK, MICHELLE ADDRESS ON FILE	58761	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1748	KOZAK, MICHELLE ADDRESS ON FILE	58632	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1749	KR STRATFORD LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA NEW YORK, NY 10017	S# 3465	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3465) STRATFORD SQUARE 411 BARNUM AVENUE CUTOFF STRATFORD, CT	\$9,978.57
1750	KRAWCHICK, ADAM ADDRESS ON FILE	58694	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1751	KRAWCHICK, ADAM ADDRESS ON FILE	58799	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1752	KRG CEDAR HILL PLAZA LP 30 S MERIDIAN STREET SUITE 1100 DIRECTOR OF ASSET MANAGEMENT INDIANAPOLIS, IN 46204	S# 1231	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1231) THE PLAZA AT CEDAR HILL 352 NORTH HIGHWAY 67 CEDAR HILL, TX	\$6,780.40
1753	KRG HENDERSON EASTGATE LLC C/O KRG TERRITORY ATTN: VP PROP OPS 30 SOUTH MERIDIAN STREET SUITE 1100 INDIANAPOLIS, IN 46204	S# 4086	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4086) 530 MARKS STREET SUITE A HENDERSON, NV	\$8,324.10
1754	KRG INDIAN RIVER LLC 30 S. MERIDIAN SUITE 1100 C/O KITE REALTY GROUP ATTN: ASSET MGMT INDIANAPOLIS, IN 46204	S# 5459	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5459) INDIAN RIVER SQUARE 5960 20TH STREET VERO BEACH, FL	\$6,008.05
1755	KRG KOKOMO PROJECT COMPANY LLC 30 SOUTH MERIDIAN SUITE 1100 INDIANAPOLIS, IN 46204	S# 6210	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6210) BOULEVARD CROSSING SC 2140 E BLVD ST KOKOMO, IN	\$7,864.72
1756	KRG LAS VEGAS CENTENNIAL CENTER LLC C/O KRG TERRITORY LLC; ATTN: VP PROP OPS 30 SOUTH MERIDIAN STREET SUITE 1100 INDIANAPOLIS, IN 46204	S# 4281	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4281) CENTENNIAL CENTRE 7950 W TROPICAL PARKWAY LAS VEGAS, NV	\$7,910.65
1757	KRG LAS VEGAS EASTERN BELTWAY LLC C/O KRG TERRITORY LLC; ATTN: VP PROP OPS 30 SOUTH MERIDIAN STREET SUITE 1100 INDIANAPOLIS, IN 46204	S# 5633	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5633) EASTERN BELTWAY CENTER 2220 E SERENE AVE LAS VEGAS, NV	\$7,426.79

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1758 KRONOS INCORPORATED 297 BILLRECA ROAD CHELMSFORD, MA 01824	56252	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT DATED 08/04/2005	\$0.00
1759 KRONOS INCORPORATED 297 BILLRECA ROAD CHELMSFORD, MA 01824	54843	PAYLESS SHOESOURCE WORLDWIDE, INC.	SUPPORT SERVICES QUOTE DATED 11/30/2016	\$0.00
1760 KRONOS INCORPORATED ATTN: ALYCE MOORE, GENERAL COUNSEL 297 BILLERICA RD CHELMSFORD, MA 01824	56246	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT MASTER SERVICES AGREEMENT DATED 07/27/2005 PLUS STATEMENTS OF WORK	\$0.00
1761 KRONOS INCORPORATED ATTN: CUSTOM ENGINEERING DIRECTOR 297 BILLERICA RD CHELMSFORD, MA 01824	56243	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CUSTOM SOFTWARE LICENSE AGREEMENT DATED 06/30/2011	\$0.00
1762 KRUPA, JENNIFER ADDRESS ON FILE	58671	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1763 KS EGLINTON SQUARE INC C/O BENTALL KENNEDY (CANADA) LP; TORONTO 65 PORT STREET EAST UNIT 110 MISSISSAUGA, ON L5G 4V3 CANADA	S# 5967	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5967) EGLINTON SQUARE SHOPPING CENTER 1 EGLINTON SQUARE EAST SCARBOROUGH, ON	\$0.00
1764 KS HERITAGE PLACE INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST; SUITE 300 TORONTO, ON M5C 2W5 CANADA	S# 5872	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5872) HERITAGE PLACE 1350 16TH ST EAST OWEN SOUND, ON	\$977.83

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1765 KS LAMBTON MALL INC C/O VIC MANAGEMENT INC ONE QUEEN STREET EAST TORONTO, ON M5C 2W5 CANADA	S# 5973	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5973) LAMBTON MALL 1380 LONDON ROAD SARNIA, ON	\$1,438.09
1766 KS TECUMSEH MALL INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST SUITE 300 BOX #88 TORONTO, ON M5C 2W5 CANADA	S# 5854	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5854) TECUMSEH MALL 7650 TECUMSEH RD EAST WINDSOR, ON	\$2,006.51
1767 K-SWISS, INC 31248 OAK CREST DRIVE WESTLAKE VILLAGE, CA 91361	56256	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT MEMORANDUM/SETTLEMENT AGREEMENT DATED 09/22/1992	\$0.00
1768 K-SWISS, INC 31248 OAK CREST DRIVE WESTLAKE VILLAGE, CA 91361	56260	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/24/2008	\$0.00
1769 K-SWISS, INC 31248 OAK CREST DRIVE WESTLAKE VILLAGE, CA 91361	56264	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT: CONSENT DECREE INCLUDING PERMANENT INJUNCTION DATED 06/01/2008	\$0.00
1770 KUEHNE & NAGEL INTERNATIONAL, LTD 100 ALFRED KUEHNE BLVD BRAMPTON, ON L6T4K4 CANADA	56273	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/11/2002	\$0.00
1771 KUEHNE & NAGEL INTERNATIONAL, LTD. 100 ALFRED KUEHNE BLVD. BRAMPTON, ON L6T4K4 CANADA	56277	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/11/2002 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1772 KUEHNE & NAGEL INT'L, LTD 16231 116TH AVENUE EDMONTON, AB T5M3Y1 CANADA	56282	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/01/2002	\$0.00
1773 KUEHNE & NAGEL 22 SPENCER STREET NAUGATUCK, CT 06770	56269	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/15/2004	\$0.00
1774 KUEHNE + NAGEL LOGISTICS, INC. 22 SPENCER STREET. NAUGATUCK, CT 06770	56287	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/05/2004	\$0.00
1775 KUEHNE + NAGEL LTD. 77 FOSTER CRESCENT MISSISSAUGA, ON L5R 0K1 CANADA	56290	PAYLESS SHOESOURCE CANADA INC.	LOGISTICS CONTRACT POOL POINT SERVICE AGREEMENT DATED 08/11/2002 PLUS AMENDMENTS	\$0.00
1776 KUEHNE + NAGEL LTD. 77 FOSTER CRESCENT MISSISSAUGA, ON OK1 CANADA	56295	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT LA DISTRIBUTION CENTER PROJECT DATED 04/21/2005	\$0.00
1777 L.A. DARLING COMPANY ATTN: MARK SKINNER, CHIEF FINANCIAL OFFICER P.O. BOX 970 PARAGOULD, AR 72451-0970	56299	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/06/2002	\$0.00
1778 L.E.S CLOTHING CO ROBERT G. LOPEZ 230 CLINTON STREET APT. 11C NEW YORK, NY 10002	56302	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 01/21/2011	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1779 L'AMOUR HOISERY MFG 56 LOUVAIN STREET WEST MONTREAL, QC H2N 1A4 CANADA	56307	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 05/24/2012	\$0.00
1780 LA ALAMEDA LLC 201 SOUTH FIGUEROA STREET SUITE 300 C/O PRIMESTOR DEVELOPMENT INC. LOS ANGELES, CA 90012	S# 2808	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2808) LA ALAMEDA SHOPPING CENTER 7408 S ALAMEDA ST WALNUT PARK, CA	\$11,378.31
1781 LA HABRA WESTRIDGE PARTNERS L.P. C/O SDL MANAGEMENT 2222 E. 17TH ST. SANTA ANA, CA 92705	S# 3412	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3412) LA HABRA WESTRIDGE PLAZA 1326 SOUTH BEACH BLVD LA HABRA, CA	\$8,534.39
1782 LA_GRECA, MARY ADDRESS ON FILE	58861	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1783 LABIB, HOSAY ADDRESS ON FILE	58763	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1784 LABORATORIOS BAGO S.A AND BAGO GROUP S.A. ADDRESS ON FILE	56313	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SE PRESENTA PONEN FIN A JUCIO MANIFIESTAN COSTAS POR SU ORDEN SOLICITAN SE LIBRE OFICIO DATED 04/16/2015	\$0.00
1785 LABORATORIOS BAGO S.A. BERNARDO DE IRIGOYEN 248 CAPITAL FEDERAL, C1072AAF ARGENTINA	87978	PAYLESS SHOESOURCE WORLDWIDE, INC.	SETTLEMENT AGREEMENT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1786 LAFRENIERE, MANUEL ADDRESS ON FILE	58864	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1787 LAING, REBECCA ADDRESS ON FILE	59073	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1788 LAKEVIEW SQUARE LLC 257 E MAIN STREET SUITE 200 C/O GK DEVELOPMENT INC BARRINGTON, IL 60010	S# 4751	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4751) LAKEVIEW SQUARE MALL 5775 BECKLEY RD BATTLE CREEK, MI	\$2,698.74
1789 LAKEWOOD PLAZA 9 ASSOCIATES LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4897	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4897) LAKEWOOD SHOPPING PLAZA 1700 MADISON AVENUE LAKEWOOD, NJ	\$5,791.33
1790 LAMAR E. GWALTNEY P.O. BOX 2078 LAS CRUCES, NM 88004	S# 2566	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2566) 1007 EL PASEO ST LAS CRUCES, NM	\$1,200.00
1791 L'AMOUR HOISERY MFG. INC 56 LOUVAIN STREET WEST MONTREAL, QC H2N 1A4 CANADA	56325	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 05/24/2012	\$0.00
1792 L'AMOUR HOISERY MFG. INC 56 LOUVAIN STREET WEST MONTREAL, QC H2N 1A4 CANADA	72340	PAYLESS SHOESOURCE WORLDWIDE, INC.	SETTLEMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1793	LANCASTER PARTNERS 1701 S.E. COLUMBIA RIVER DRIVE VANCOUVER, WA 98661	S# 6480	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6480) 707 LANCASTER DR NE SALEM, OR	\$11,476.40
1794	LANDRY, GILBERT ADDRESS ON FILE	58869	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1795	LANDRY, LUCIE ADDRESS ON FILE	59137	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1796	LANDSTAR RANGER, INC 13410 SUTTON PARK DR.SO JACKSONVILLE, FL 32224	56339	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 02/06/2004	\$0.00
1797	LANDSTAR RANGER, INC ATTN: DIRECTOR, SALES ADMINISTRATION 12410 SUTTON PARK DR. SO. JACKSONVILLE, FL 32224	56343	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 02/26/2004	\$0.00
1798	LANE, LORELEI ADDRESS ON FILE	58896	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1799	LANSDOWNE MALL INC C/O 20 VIC MANAGEMENT INC. ONE QUEEN STREET EAST SUITE 300 BOX 88 TORONTO, ON M5C 2W5 CANADA	S# 5827	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5827) LANSDOWNE PLACE 645 LANSDOWNE STREET WEST PETERBOROUGH, ON	\$3,463.08

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1800	LANTSON E ELDRED A PROFESSIONAL LAW CORP MANAGER -- FILL OHIO LLC 74-900 HIGHWAY 111 SUITE 127 INDIAN WELLS, CA 92210	S# 5270	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5270) SUN CENTER 3590 W DUBLIN/GRANVILLE RD COLUMBUS, OH	\$7,375.42
1801	LARIN, PATSY ADDRESS ON FILE	58677	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1802	LAROSE, NATASHA ADDRESS ON FILE	58875	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1803	LARRY RHODES P.O. BOX 418 SPRINGER, OK 73458	S# 4539	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4539) 1204 GARTH BROOKS BLVD YUKON, OK	\$3,500.00
1804	LAUREL MALL LP C/O LEXINGTON REALTY INTERNATIONAL LLC 911 EAST COUNTY LINE ROAD SUITE 207 LAKEWOOD, NJ 08701	S# 4321	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4321) LAUREL MALL 95 LAUREL MALL HAZLETON, PA	\$0.00
1805	LAURIE INDUSTRIES INC 2238 185 SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431-4230	S# 2238	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2238) 7661 N LINDBERGH BLVD HAZELWOOD, MO	\$3,644.30
1806	LAWRENCE, KATHY ADDRESS ON FILE	59180	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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1807 LAYFIELD, KIM ADDRESS ON FILE	58681	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1808 LBUBS 2007-C6 INDIAN HILLS STATION LLC C/O COLLIERS INTERNATIONAL MANAGEMENT-AT 1230 PEACHTREE STREET NE SUITE 800 ATLANTA, GA 30309	S# 467	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #467) INDIAN HILLS SHOPPING CENTER 475 HWY E 53 CALHOUN, GA	\$1,769.33
1809 LBUBS 2007-C7 SHORE ROAD LLC 10851 MASTIN BLVD SUITE 300 OVERLAND PARK, KS 66210	S# 5479	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5479) SOUNDVIEW MARKETPLACE 23 SOUNDVIEW MARKETPLACE PORT WASHINGTON, NY	\$1,666.67
1810 LC FOOTWEAR HOLDING, LLC 6622 SOUTHPOINT DRIVE SOUTH SUITE 200 JACKSONVILLE, FL 32216	56346	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SUBLICENSE AGREEMENT	\$0.00
1811 LE CARREFOUR LAVAL (2013) INC C/O THE CADILLAC FAIRVIEW CORP LTD 20 QUEEN STREET WEST/ATTN: EXEC. V.P. P TORONTO, ON M5H 3R4 CANADA	S# 4729	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4729) CARREFOUR LAVAL 3035 BOUL LE CARREFOUR LAVAL, QC	\$4,100.13
1812 LE, THUONG ADDRESS ON FILE	58684	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1813 LEA, AMY ADDRESS ON FILE	58766	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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1814 LEACH, RIGOBERTO ADDRESS ON FILE	58720	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
1815 LEACH, RIGOBERTO ADDRESS ON FILE	58868	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
1816 LEADFIRST LEARNING SYSTEMS, LLC 355 W. MARTIN LUTHER KING BLVD, SUITE 1403, CHARLOTTE, NC 28202	56349	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT NONDISCLOSURE AGREEMENT DATED 02/05/2016	\$0.00
1817 LEBLANC, VALERIE ADDRESS ON FILE	58947	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1818 LED APPAREL, LLC C/O LANCE G. HARRIS, ESQ 1211 AVENUE OF THE AMERICAS 40TH FLOOR NEW YORK, NY 10036	56353	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/12/2013	\$0.00
1819 LEE LINDEN 2406 CLAYGATE COURT BEL AIR, CA 90077-1332	S# 4598	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4598) 2817 N KANSAS EXPY SPRINGFIELD, MO	\$6,120.00
1820 LEE, CLAUDIE ADDRESS ON FILE	58768	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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1821	LEESBURG PIKE CENTER LLC 7501 WISCONSIN AVENUE SUITE 1500 EAST C/O SAUL CENTERS INC MANAGER BETHESDA, MD 20814	S# 6044	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6044) LEESBURG PIKE PLAZA 3501-D S JEFFERSON STREET FALLS CHURCH, VA	\$10,133.89
1822	LEFLAR, ALETHA ADDRESS ON FILE	58619	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1823	LEG APPAREL, LLC C/O LANCE G. HARRIS, ESQ. 1211 AVENUE OF THE AMERICAS 40TH FLOOR NEW YORK, NY 10036	56365	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/12/2013	\$0.00
1824	LEG APPAREL, LLC 1211 AVENUE OF THE AMERICAS 40TH FLOOR NEW ORK, NY 10036	56358	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/12/2013	\$0.00
1825	LEG APPAREL, LLC 366 5TH AVENUE 4TH FLOOR NEW YORK, NY 10001	56361	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS DATED 08/13/2013	\$0.00
1826	LEG RESOURCE, INC. C/O WAYNE LEDERMAN 350 5TH AVENUE, SUITE 6408 NEW YORK, NY 10118	56369	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/09/2014	\$0.00
1827	LEI YANG JU WANG SHOES CO., LTD. JIANG INDUSTRIAL AREA LEI YANG CITY, HU NAN PROVINCE, CHINA	56373	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1828	LEIF J. OSTBERG INC 695 ROUTE 46 WEST SUITE 204 FAIRFIELD, NJ 07004	56376	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 07/12/2010	\$0.00
1829	LEIF J. OSTBERG, INC. 695 ROUTE 46 WEST SUITE 204 FAIRFIELD, NJ 07004	56387	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 07/12/2010	\$0.00
1830	LEIF J. OSTBERG, INC. 695 ROUTE 46 WEST SUITE 204 FAIRFIELD, NJ 07004	56379	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 05/18/2016	\$0.00
1831	LEIF J. OSTBERG, INC. 695 ROUTE 46 WEST SUITE 204 FAIRFIELD, NJ 07004	56382	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT INTELLECTUAL PROPERTY LICENSE AND INDEMNITY AGREEMENT DATED 09/17/2015	\$0.00
1832	LEMKE, MATTHEW D. ADDRESS ON FILE	58795	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1833	LEMKE, MATTHEW D. ADDRESS ON FILE	58886	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1834	LEONARD, JOHN PAUL ADDRESS ON FILE	58772	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1835 LES IMMEUBLES DU CARREFOUR RICHELIEU LTEE/CARREFOUR RICHELIEU REALTIES LTD. 600 DE MAISONNEUVE BLVD W. SUITE 2600 MONTREAL, QC H3A 3J2 CANADA	S# 5904	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5904) CARREFOUR DU NORD 900 BOULEVARD GRIGNON SAINT-JEROME, QC	\$2,443.37
1836 LES IMMEUBLES DU CARREFOUR RICHELIEU LTEE/CARREFOUR RICHELIEU REALTIES LTD. 600 DE MAISONNEUVE BLVD. WEST SUITE 2600 MONTREAL, QC H3A 3J2 CANADA	S# 5902	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5902) CARREFOUR ANGRIGNON 7077 NEWMAN BOULEVARD LASALLE, QC	\$2,813.96
1837 LES PROMENADES ST. BRUNO LEASEHOLDS INC 20 QUEEN STREET WEST 5TH FLOOR TORONTO, ON M5H 3R4 CANADA	S# 5943	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5943) LES PROMENADES ST-BRUNO 506 BOULEVARD DES PROMENADES SAINT-BRUNO, QC	\$3,274.05
1838 LEVCOM WALL PLAZA ASSOC. C/O MANDELBAUM& MANDELBAUM 80 MAIN STREET SUITE 510 WEST ORANGE, NJ 07052	S# 5216	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5216) PLAZA 35 1825 HWY 35 #3 WALL TOWNSHIP, NJ	\$1,510.42
1839 LEVCO-ROUTE 46 ASSOCIATES 163 EAST MAIN ST #323 LITTLE FALLS, NJ 07424	S# 317	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #317) 1610 US 46 WEST PATERSON, NJ	\$12,927.67
1840 LEVIN PROPERTIES L.P. C/O LEVIN MANAGEMENT CORPORATION P.O. BOX 326 PLAINFIELD, NJ 07061-0326	S# 4812	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4812) LIBERTY CENTER SHOPPING CENTER 3702 LIBERTY AVENUE ERIE, PA	\$2,915.52
1841 LI & LI 7F 201 TUN HUA N. ROAD TAIPEI, 10508 TAIWAN	59267	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

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1842	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56406	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND RIDER- BOND 6332427 DATED 06/07/2013	\$0.00
1843	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56411	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY DATED 01/26/2015	\$0.00
1844	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56416	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) INCREASE/DECREASE RIDER DATED 03/15/2016	\$0.00
1845	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56422; 56426	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY BOND DATED 02/16/2017	\$0.00
1846	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56441	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) UTILITY PAYMENT BOND DATED 02/25/2016	\$0.00
1847	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56444	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT CORPORATE RESOLUTION	\$0.00
1848	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56448	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1849	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56449	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT GENERAL AGREEMENT OF INDEMNITY, COMMERCIAL SURETY DATED 01/26/2015	\$0.00
1850	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56454	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT INDEMNITY CONTRACT	\$0.00
1851	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116	56457	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT LIMITED LIABILITY COMPANY RESOLUTION	\$0.00
1852	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKLEY STREET BOSTON, MA 02116	56418	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY BOND DATED 02/16/2017	\$0.00
1853	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKLEY STREET BOSTON, MA 02117	56401	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND FOR RELEASE OF MERCHANDISE PRIOR TO PAYMENT OF U.S. VIRGIN ISLANDS EXCISE TAXES DATED 12/15/2016	\$0.00
1854	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKLEY STREET BOSTON, MA 02117	56431	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY BOND DATED 03/07/2016	\$0.00
1855	LIBERTY MUTUAL INSURANCE COMPANY 175 BERKLEY STREET BOSTON, MA 02117	56436	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY BOND- ELECTRIC SERVICES DATED 12/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1856	LIBERTY MUTUAL INSURANCE COMPANY 181 BAY STREET SUITE 1000 TORONTO, ON M5J 2T3 CANADA	56408	PAYLESS SHOESOURCE CANADA LP	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) CUSTOMS BOND DATED 02/16/2017	\$0.00
1857	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51737	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	SURETY BOND NUMBER 39S001629 FOR THE BENEFIT OF PUERTO RICO ELECTRIC POWER AUTHORITY	\$0.00
1858	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51738	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 39S006537 FOR THE BENEFIT OF VIRGIN ISLAND WATER & POWER AUTHORITY	\$0.00
1859	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51739	PAYLESS SHOESOURCE WORLDWIDE, INC.	SURETY BOND NUMBER 39S202798 FOR THE BENEFIT OF U.S. VIRGIN ISLANDS, DEPT. OF FINANCE	\$0.00
1860	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51740	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 39S211396 FOR THE BENEFIT OF GDF SUEZ ENERGY RESOURCES NA, INC.	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1861	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51741	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 39S211421 FOR THE BENEFIT OF SOUTHERN CALIFORNIA EDISON COMPANY	\$0.00
1862	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51742	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 39S212490 FOR THE BENEFIT OF VIRGINIA ELECTRIC AND POWER COMPANY DBA DOMINION VIRGINIA POWER	\$0.00
1863	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51732	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 674027096 FOR THE BENEFIT OF PUERTO RICO DEPT. OF REVENUE	\$0.00
1864	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51733	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	SURETY BOND NUMBER 674027097 FOR THE BENEFIT OF PUERTO RICO DEPT. OF REVENUE	\$0.00
1865	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51734	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 674027102 FOR THE BENEFIT OF DUKE ENERGY KENTUCKY, INC	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1866	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51735	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 674027103 FOR THE BENEFIT OF DUKE ENERGY CAROLINAS, LLC	\$0.00
1867	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51736	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 674027104 FOR THE BENEFIT OF DUKE ENERGY INDIANA, LLC	\$0.00
1868	LIBERTY MUTUAL INSURANCE COMPANY C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51744	PAYLESS SHOESOURCE CANADA INC.	SURETY BOND NUMBER BDTO-460002-017 FOR THE BENEFIT OF CANADA CUSTOMS AND REVENUE AGENCY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1869 LIBERTY MUTUAL 175 BERKELY STREET BOSTON, MA 2116	50078; 50082; 50085; 50090; 50094; 50097; 50102; 50105; 50109; 50111; 50116; 50120; 50124; 50130; 50133; 50139; 50145; 50149; 50155; 50158; 50164; 50168; 50170; 50174; 50177; 50182; 50185; 50188; 50189	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER ECO (18) 55902385	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1870 LIBERTY MUTUAL 175 BERKELY STREET BOSTON, MA 2116	50049; 50051; 50055; 50058; 50062; 50066; 50071; 50076; 50079; 50086; 50087; 50089; 50092; 50095; 50101; 50107; 50112; 50115; 50118; 50121; 50125; 50127; 50131; 50135; 50137; 50141; 50144; 50148; 50151	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	PROPERTY GLOBAL POLICY NUMBER MJ2-L9L-448456-027	\$0.00
1871 LIEBERMAN RESEARCH WORLDWIDE 1900 AVENUE OF THE STARS LOS ANGELES, CA 90067	67919	PAYLESS SHOESOURCE, INC.	PSS 2017 LATIN AMERICA AU DATED 2/6/2017	\$0.00
1872 LIEBERMAN RESEARCH WORLDWIDE 1900 AVENUE OF THE STARS LOS ANGELES, CA 90067	49321	PAYLESS SHOESOURCE, INC.	PSS MOMS U9 SPRING CONFIRM LETTER 2017 DATED 3/22/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1873 LIEBERMAN RESEARCH WORLDWIDE 1900 AVENUE OF THE STARS LOS ANGELES, CA 90067	49323	PAYLESS SHOESOURCE, INC.	WOMENS SPRING 2017 AU CONFIRMATION LETTER DATED 3/22/2017	\$0.00
1874 LIFA FOOTWAER CO., LTD. 503 NORTH 821 STREET PUTIAN FUJIAN, CHINA	56463	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1875 LIFA FOOTWEAR CO., LTD. 503 NORTH 821 STREET PUTIAN FUJIAN, CHINA	56481; 56482; 56486	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1876 LIFA FOOTWEAR CO., LTD. 503 NORTH 821 STREET PUTIAN FUJIAN, CHINA	56466; 56468; 56472; 56474	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1877 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192	51628	PAYLESS SHOESOURCE, INC.	AMENDMENT TO POLICY NO. 980338 DATED 01/01/2017	\$0.00
1878 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51631	PAYLESS SHOESOURCE, INC.	AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT DATED 01/01/2017	\$0.00
1879 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51632	PAYLESS SHOESOURCE, INC.	AMENDMENT TO BE ATTACHED TO AND MADE A PART OF THE GROUP POLICY DATED 01/01/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1880	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51636	PAYLESS SHOESOURCE, INC.	AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE DATED 01/01/2017	\$0.00
1881	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51639	PAYLESS SHOESOURCE, INC.	AMENDMENT TO GROUP POLICY DATED 01/01/2017	\$0.00
1882	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51633; 51638	PAYLESS SHOESOURCE, INC.	AMENDMENT TO GROUP POLICY DATED 10/01/2014	\$0.00
1883	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51635	PAYLESS SHOESOURCE, INC.	AMENDMENT TO LIFE INSURANCE POLICY DATED 10/01/2014	\$0.00
1884	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51629	PAYLESS SHOESOURCE, INC.	AMENDMENT TO THE INSURANCE POLICY DATED 10/01/2014	\$0.00
1885	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56492	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS SHORT TERM DISABILITY INCOME PLAN DATED 01/01/2014	\$0.00
1886	LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51634	PAYLESS SHOESOURCE, INC.	GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE DATED 01/01/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1887 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	51637	PAYLESS SHOESOURCE, INC.	GROUP SHORT TERM DISABILITY INSURANCE CERTIFICATE DATED 01/01/2014	\$0.00
1888 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56493	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES AMENDATORY RIDER DATED 01/01/2017	\$0.00
1889 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56496	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES GROUP ACCIDENT INSURANCE CERTIFICATE DATED 01/01/2014 PLUS AMENDMENTS	\$0.00
1890 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56172; 56174; 56178; 56182; 56186; 56190; 56499; 56503; 56507; 56511; 56513; 56516; 56518; 56521	CLINCH, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; EASTBOROUGH, INC.; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; SHOE SOURCING, INC.	INSURANCE POLICIES GROUP INSURANCE POLICY DATED 01/01/2014 PLUS AMENDMENTS	\$0.00
1891 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56194	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES INSURANCE CERTIFICATE DATED 01/01/2014 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1892 LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235	56199	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES LONG TERM DISABILITY GROUP POLICY DATED 01/01/2014 PLUS AMENDMENTS	\$0.00
1893 LIFESTYLE BRANDS CORPORATION 3231 SE 6TH AVENUE TOPEKA, KS 66607	56204	COLLECTIVE LICENSING INTERNATIONAL, LLC	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/01/2007	\$0.00
1894 LIFESTYLE BRANDS CORPORATION 3231 SE 6TH AVENUE TOPEKA, KS 66607	42873	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
1895 LINAN ORTMAN SHOES CO., LTD. LINGXI VILLAGE BANQIAO TOWN LINAN CITY ZHEJIANG, CHINA	56208; 56210	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1896 LINAN ORTMAN SHOES CO., LTD. ROOM 2512, TIAN NING MANSION NO. 138 WEST ZHONGSHAN ROAD NINGBO, ZHEJIANG, CHINA	56217; 56220; 56226; 56227; 56231	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1897 LINDA AND JAY KEANE, INC. D/B/A L&J ACCESSORIES 140 CANDANCE DRIVE MAITLAND, FL 32751	56240	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT	\$0.00
1898 LINDA AND JAY KEANE, INC. D/B/A L&J ACCESSORIES 140 CANDANCE DRIVE MAITLAND, FL 32751	56245	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 11/21/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1899	LINDA AND JAY KEANE, INC., D/B/A L&J ACCESSORIES 140 CANDANCE DRIVE MAITLAND, FL 32751	56250	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/25/2013	\$0.00
1900	LINKEDIN 2029 STIERLIN CT. MOUNTAIN VIEW, CA 94043	51606	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES ORDER DATED 11/3/2015	\$0.00
1901	LINKSHARE CORPORATION 215 PARK AVENUE SOUTH 9TH FLOOR ATTN: PRESIDENT NEW YORK, NY 10003	56254	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT MASTER SERVICES AGREEMENT DATED 07/08/2013 PLUS STATEMENTS OF WORK	\$0.00
1902	LINKSHARE NETWORK JACKIE MCCAMBRIDGE 215 PARK AVENUE SOUTH 9TH FLOOR NEW YORK, NY 10003	56258	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT INSERTION ORDER DATED 09/08/2016	\$0.00
1903	LITTLE CAESAR ENTERPRISES, INC. 2211 WOODWARD AVENUE DETROIT, MI 48201	56262	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT DATED 03/05/2014	\$0.00
1904	Littler Mendelson 1201 Walnut Street, Suite 1450 Kansas City, MO 64106	59274	PAYLESS SHOESOURCE, INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1905	LIU, JIA ADDRESS ON FILE	58687	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1906 LIZ CLAIBORN FOOTWEAR HOLDINGS 6622 SOUTHPOINT DRIVE SOUTH SUITE 200 JACKSONVILLE, FL 32216	56266	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 06/22/2010	\$0.00
1907 LIZ CLAIBORNE FOOTWEAR HOLDINGS 6622 SOUTHPOINT DRIVE DRIVE SOUTH SUITE 200 JACKSONVILLE, FL 32216	56272	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/06/2010	\$0.00
1908 LOCKTON COMPANIES 444 E. 47TH STREET, KANSAS CITY,, MO 64112	56276	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT DATED 06/22/2007	\$0.00
1909 LOGISTICS SERVICES PANAMA , S.A. APARTIDO 835 SONA LIBRE DE COLON, PANAMA	56292	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ADDENDUM AGREEMENT DATED 01/01/2005	\$0.00
1910 LOGISTICS SERVICES PANAMA , S.A. APARTIDO 835 SONA LIBRE DE COLON, PANAMA	56296	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LATIN AMERICA WAREHOUSE AGREEMENT DATED 02/23/2003	\$0.00
1911 LOGISTICS SERVICES PANAMA RANDOLPH AVE., MANZANA10, LOTE 869 ZONA LIBRE DE COLON, PANAMA	56288	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICES AGREEMENT DATED 04/20/2015	\$0.00
1912 LOGISTICS SERVICES PANAMA, S.A. LOGISTICS SERVICES PANAMA, APARTADO 835 ZONA LIBRE DE COLON, PANAMA	56300	PAYLESS SHOESOURCE WORLDWIDE, INC.	DEVELOPMENT AGREEMENT LATIN AMERICA WAREHOUSE AGREEMENT DATED 01/30/2012 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1913	LOGISTICS SERVICES PANAMA, S.A. RANDOLPH AVE. MANSANA LOTE 89 COLON FREE ZONE, COLON PROVINCE, PANAMA	56303	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT SECOND AMENDMENT LATIN AMERICA WAREHOUSE AGREEMENT DATED 01/30/2017	\$0.00
1914	LOGISTICS SERVICES PANAMA, S.A., LOGISTICS SERVICES PANAM, APARTADO 835, ZONA LIBRE DE COLON, PANAMA	56308	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT LATIN AMERICA WAREHOUSE AMENDMENT AGREEMENT DATED 01/16/2008	\$0.00
1915	LONDONDERRY SHOPPING CENTRE INC. C/O 20 VIC MANAGEMENT, INC. ONE QUEEN STREET EAST SUITE 300, BOX #88 TORONTO, ON M5C 2W5 CANADA	S# 5876RL	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5876RL) LONDONDERRY MALL EDMONTON, AB	\$0.00
1916	LONGHAI FOOTWEAR CO. LTD 9F-1, NO 73, JHONGYI STREET SITUN DIST. TAICHUNG CITY 407, TAIWAN	56311	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/07/2007	\$0.00
1917	LONGHAI FOOTWEAR CO., LTD NO 100 RENMIN XI RD, SHIMIA LONGHAI FUJIAN, CHINA	56314	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
1918	LONGHAI FOOTWEAR CO., LTD. 9F-1, NO 73, JHONGYI STREET SITUN DIST. TAICHUNG, TAIWAN	56318; 56322	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
1919	LONGHAI FOOTWEAR CO., LTD. 9F-1, NO 73, JHONGYI STREET SITUN DIST. TAICHUNG, TAIWAN	56331; 56335; 56340	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1920	LONGHAI FOOTWEAR CO., LTD. 9F-1, NO 73, JHONGYI STREET SITUN DIST., TAICHUNG, TAIWAN	56345; 56348; 56354; 56357; 56363	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
1921	LOOMIS 2500 CITY WEST BLVD STE 900 HOUSTON, TX 77042	49220	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 8/1/2013	\$0.00
1922	LOOPER, MARK ADDRESS ON FILE	58713	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1923	LOOPER, MARK ADDRESS ON FILE	58617	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1924	LOPEZ, MARCELO ADDRESS ON FILE	58961	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1925	LOPEZ, ROBERT G ADDRESS ON FILE	56368	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 01/21/2011	\$0.00
1926	LOREAL SOCIETE ANONYME 14 RUE ROYALE 75008 PARIS, FRANCE	56372	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT LETTER OF CONSENT FOR EGYPT DATED 11/16/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1927	LOREN ELECTRIC SIGN CORP. 12226 COAST DR WHITNIER, CA 90601	56384	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER SECOND AMENDMENT TO MASTER PURCHASE AGREEMENT DATED 04/30/2016 PLUS AMENDMENTS	\$0.00
1928	LOWE, TIMOTHY J. ADDRESS ON FILE	58730	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
1929	LOWE, TIMOTHY J. ADDRESS ON FILE	58874	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
1930	LP SOFTWARE 7000 W. 111TH ST. SUITE #305 WORTH, IL 60482	72259	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOSS PREVENTION SAAS APPLICATION (4YR ON-GOING MAINTENANCE CONTRACT)	\$341.33
1931	LRC MAGIC INVESTORS LTD 1585 FREDERICK BLVD C/O LEVEY & COMPANY AKRON, OH 44320	S# 1303	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1303) MAGIC CITY SHPG CNTR 189 WOOSTER RD N BARBERTON, OH	\$3,300.00
1932	LUCK SUCCESS HOLDING LTD MIN TIAN INDUSTRIAL AREA, SHA TIAN TOWN DONG GUAN GUANG DONG, 523991 CHINA	56388	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT	\$0.00
1933	LUCK SUCCESS HOLDING LTD MIN TIAN INDUSTRIAL AREA, SHA TIAN TOWN DONG GUAN GUANG DONG, 523991 CHINA	56391	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 10/03/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1934	LUCK SUCCESS HOLDING LTD MIN TIAN INDUSTRIAL AREA, SHA TIAN TOWN DONG GUAN GUANG DONG, 523991 CHINA	56396	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS DATED 10/12/2016	\$0.00
1935	LUCK SUCCESS HOLDING LTD, DONG GUAN CORP. MIN TIAN INDUSTRIAL AREA SHA TIAN TOWN, DONG GUAN CITY GUANG DONG PROVINCE, 5239991 CHINA	56404	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 09/14/2016	\$0.00
1936	LUCKETT, CHRISTOPHER ADDRESS ON FILE	59078	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1937	LUGOVAYA HOLDINGS LIMITED DIVISION OF AZADEA GROUP UNITED NATION STREET AZADEA HEADQUARTER PO BOX: 14-6040 BEIRUT, LEBANON	56410	PAYLESS INTERNATIONAL FRANCHISING, LLC	FRANCHISEE AGREEMENT COMMERCIAL TERMS SHEET DATED 06/27/2016	\$0.00
1938	LUKE, CLARA ADDRESS ON FILE	58689	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1939	LUVEL FOODS INC. (MCDONALD'S) 3308 LUKAS COVE ORLANDO, FL 32820	56415	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/16/2016	\$0.00
1940	M&M INVESTMENTS LLC 1845 EAST SANTA FE C/O SAM MANSKER OLATHE, KS 66062	S# 2442	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2442) 1985 E SANTA FE ST OLATHE, KS	\$5,000.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1941	M. C. AND JANE MORSE 213 POPLAR STREET C/O ALLEN MORSE ATTORNEY-IN-FACT PERRY, KS 66073-4103	S# 920	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #920) 1100 W 9 MILE RD FERNDAL, MI	\$1,125.00
1942	MA, REINA ADDRESS ON FILE	58623	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1943	MACARTHUR PARK LP C/O LEGAL DEPARTMENT PO BOX 528 COLUMBIA, SC 29202	S# 3255	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3255) 7645 N MACARTHUR BLVD SUITE 120 IRVING, TX	\$5,716.11
1944	MACDADE MALL ASSOCIATES L.P. C/O WOLFSON GROUP INC - ATTN: STEVEN B W 120 W GERMANTOWN PIKE STE 120 - MEETINGH PLYMOUTH MEETING, PA 19462	S# 2409	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2409) MACDADE MALL 2600 MACDADE BLVD HOLMES, PA	\$7,057.33
1945	MACDONALD, NICOLE ELIZABETH ADDRESS ON FILE	59003	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1946	MACDONALD_SOARES, CAROLINE ADDRESS ON FILE	58773	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1947	MACEACHERN, LINZEE ADDRESS ON FILE	58732	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1948	MACLEOD, KELLY ADDRESS ON FILE	58692	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1949	MACLEOD, MELANIE ADDRESS ON FILE	58777	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1950	MACNEIL, ALANNA ADDRESS ON FILE	58949	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1951	MAD MOBILE INC. 1715 N. WEST SHORE BLVD. SUITE 600 TAMPA, FL 33607	56420	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT ONE DATED 10/01/2015	\$0.00
1952	MAD MOBILE, INC. 1715 N. WEST SHORE BLVD. SUITE 600 ATTENTION: LEGAL DEPARTMENT TAMPA, FL 33607	56423	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AND SUPPORT AGREEMENT DATED 05/30/2013 PLUS STATEMENTS OF WORK	\$0.00
1953	MADDALENA, PHYLLIS ADDRESS ON FILE	59082	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1954	MADSEN, GARY ADDRESS ON FILE	58917	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1955	MAESA INC, A DELAWARE AND FRENCH CORPORATION 15 RUE PASTEUR 92300 LEVALLOIS PERRET, FRANCE	56433; 56437	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 02/26/2010	\$0.00
1956	MAGNOLIA SHOPPING CENTER ASSOCIATES LLC 4208 - 18TH AVENUE BROOKLYN, NY 11218	S# 1207	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1207) MAGNOLIA PLAZA 50 HWY 79 BYPASS NORTH MAGNOLIA, AR	\$0.00
1957	MAGNUM GROUP LLC 11215 STATE LINE C/O M. YARNEVICH KANSAS CITY, MO 64114	S# 102	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #102) NORTHEAST PLAZA S/C 5908 WILSON RD # 10 KANSAS CITY, MO	\$2,989.26
1958	MAILFINANCE 478 WHEELERS FARM ROAD MILFORD, CT 06461	56440	PAYLESS SHOESOURCE, INC.	LEASE: EQUIPMENT ADDENDUM TO AGREEMENTS DATED 08/25/2014	\$0.00
1959	MAILLET, LISA ADDRESS ON FILE	58952	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1960	MAJEED, AYSHA ADDRESS ON FILE	58629	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1961	MALAN REALTY INVESTORS, INC. 30200 TELEGRAPH RD SUITE 105 BIRMINGHAM, MI 48025	S# 2075	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2075) 2613 S BUSINESS DR SHEBOYGAN, WI	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1962	MALL AT IRVING LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1193	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1193) IRVING MALL 3723 IRVING MALL IRVING, TX	\$4,073.61
1963	MALL AT LONGVIEW LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 226	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #226) LONGVIEW MALL 3500 MCCANN RD LONGVIEW, TX	\$18,924.97
1964	MALL OF LOUISIANA LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMINISTRATION DEPT. CHICAGO, IL 60606	S# 2205	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2205) MALL OF LOUISIANA 6401 BLUEBONNET BLVD BATON ROUGE, LA	\$8,819.82
1965	MALONEY, SUSAN ADDRESS ON FILE	58967	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1966	MALVERN TOWN CENTRE INC 31-51 TAPSCOTT RD MANAGEMENT OFFICE TORONTO, ON M1B 4Y7 CANADA	S# 5871	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5871) MALVERN TOWN CENTRE 31 TAPSCOTT ROAD SCARBOROUGH, ON	\$164.45
1967	MANAPORT PLAZA LLC 1025 THOMAS JEFFERSON STREET NW SUITE 70 C/O COMBINED PROPERTIES INC WASHINGTON, DC 20007-5201	S# 6043	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6043) MANAPORT PLAZA 8393 SUDLEY ROAD MANASSAS, VA	\$4,373.86
1968	MANHATTAN ASSOCIATES 2300 WINDY RIDGE PARKWAY ATLANTA, GA 30339	56445	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SOFTWARE LICENSE, SUPPORT AND ENHANCEMENT AGREEMENT DATED 06/26/2006	\$649,153.52

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1969	MANN ENTERPRISES INC 455 N CITYFRONT PLAZA DRIVE SUITE 2400 CHICAGO, IL 60611	S# 4342	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4342) SPORTS ARENA BOULEVARD SHOPPING CENTER 3225 SPORTS ARENA BLVD STE 1 SAN DIEGO, CA	\$11,296.92
1970	MANOROM FOOTWEAR CO., LTD 225 MOO 3, DUNGSAMPAO, MANOROM CHAINAT, 17110 THAILAND	56456	DYNAMIC ASSETS LIMITED	SEVERANCE AGREEMENT SOURCING AGREEMENT DATED 06/08/2016	\$0.00
1971	MANOROM FOOTWEAR CO., LTD. 225 MOO 3 KUNGSAMPAO MANOROM CHAINAT 17110, THAILAND	56475; 56478	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/19/2015	\$0.00
1972	MANOROM FOOTWEAR CO., LTD. 225 MOO 3, KUNGSAMPAO MANOROM, CHAINAT 17110, THAILAND	56460; 56462	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 06/08/2016	\$0.00
1973	MANOROM FOOTWEAR CO., LTD. 225 MOO 3, KUNGSAMPAO MANOROM, CHAINAT 17110, THAILAND	56465; 56469; 56471	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 06/08/2016	\$0.00
1974	MANTHAN SOFTWARE SERVICES PRIVATE LMTD #40/4 LAVELLE ROAD BANGALORE, 560001 INDIA	60506	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT DATED 3/28/2017	\$0.00
1975	MANTHAN SOFTWARE SERVICES PRIVATE LMTD #40/4 LAVELLE ROAD BANGALORE, 560001 INDIA	60507	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK FOR ANALYTICS CENTRE OF EXCELLENCE DATED 3/8/2017	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1976	MANTHAN SOFTWARE SERVICES PVT. LTD. 40/4 LAVELLE ROAD BANGALORE, 560 001 INDIA	56480	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK FOR ANALYTICS CENTRE OF EXCELLENCE DATED 03/16/2017	\$0.00
1977	MAPLES & CALDER PO BOX 309 UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	59268	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
1978	MARC USA CHICAGO, INC. 325 NORTH LASALLE STREET SUITE 750 CHICAGO, IL 60654	56485	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT STATEMENT OF WORK DATED 02/16/2016	\$0.00
1979	MARC USA CHICAGO, INC. 325 NORTH LASALLE STREET SUITE 750 CHICAGO, IL 60654	56490	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT STATEMENT OF WORK DATED 10/01/2015	\$0.00
1980	MARC USA CHICAGO, INC. 325 NORTH LASALLE STREET SUITE 750 CHICAGO, IL 60654	56495	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT STATEMENT OF WORK: STRATEGY & CREATIVE (1 OF 6 STATEMENT OF WORK DOCUMENTS)	\$0.00
1981	MARC USA, INC. 225 W. STATION SQ. DR. SUITE 500 MICHELE FABRIZI, PRESIDENT & CEO PITTSBURGH, PA 15219	56502	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/21/2010	\$0.00
1982	MARC USA, LLC 325 NORTH LA SALLE STREET SUITE 750 CHICAGO, IL 60654	56506	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT MASTER SERVICES AGREEMENT DATED 10/01/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1983	MARC USA/CHICAGO, INC. 325 N. LASALLE ST SUITE 750 CHICAGO, IL 60611	56517	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/25/2012	\$0.00
1984	MARC USA/CHICAGO, INC. 325 N. LASALLE STREET SUITE 750 CHICAGO, IL 60611	56512	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/24/2012	\$0.00
1985	MARIER, TABATHA ADDRESS ON FILE	58780	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1986	MARKET MALL LEASEHOLDS INC. C/O THE CADILLAC FAIRVIEW CORP. LTD. 5TH FLOOR 20 QUEEN ST. W./ATTN: EXEC VP TORONTO, ON M5H 3R4 CANADA	S# 4712	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4712) MARKET MALL 3625 SHAGANAPPI TRAIL NW CALGARY, AB	\$0.00
1987	MARKET PLACE PHASE II DEVELOPMENT L.C. 231 S BEMISTON AVENUE SUITE 750 C/O MIDWEST RETAIL PROPERTIES LLC ST LOUIS, MO 63105	S# 619	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #619) 555 WASHINGTON SQUARE WASHINGTON, MO	\$4,309.64
1988	MARKET PLACE WEST (OREGON) LLC PO BOX 10066 C/O CAMPBELL COMMERCIAL REAL ESTATE EUGENE, OR 97440	S# 1562	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1562) MARKET PLACE WEST SHOPPING CENTER 3009 W 11TH AVE EUGENE, OR	\$2,417.90
1989	MARKETPLACE INVESTORS PO BOX 80510 C/O CORNING COMPANIES BILLINGS, MT 59108-0510	S# 105	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #105) BILLINGS MARKETPLACE 2499 KING AVENUE WEST SUITE #C BILLINGS, MT	\$11,892.69

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1990	MARKIC, BEATRICE ADDRESS ON FILE	58633	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1991	MARLENE S. HALES 804 N MEADOWBROOK DRIVE SUITE 102 C/O MIKE HALES REAL ESTATE LTD OLATHE, KS 66062	S# 2461	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2461) 11207 W 63RD ST SHAWNEE, KS	\$2,500.00
1992	MARLETTO FAMILY LTD. PARTNERSHIP C/O LEE REALTY LLC PO BOX 877001 WASILLA, AK 99687	S# 5463	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5463) 1301 S SEWARD MERIDIAN HWY UNIT A WASILLA, AK	\$5,301.45
1993	MARSH USA, INC. 2405 GRAND BLVD., KANSAS CITY, MO 64108	56542	PAYLESS INC.	SERVICE CONTRACT ENGAGEMENT LETTER DATED 12/31/2016	\$0.00
1994	MARTEL, GILLES ADDRESS ON FILE	58976	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
1995	MARVEL CHARACTERS B.V. 1600 ROSECRANS AVENUE MANHATTAN BEACH, CA 90266	72269; 72271; 72276	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
1996	MARVEL CHARACTERS B.V. C/O MARVEL ENTERTAINMENT, LLC 135 WEST 50TH STREET, 7TH FLOOR ATTN: MARVEL BUSINESS AND LEGAL AFFAIRS NEW YORK, NY 10020	72274	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONTRACT AMENDMENT TO CHANGE "DEFINED TERMS" AND DELETE THE "GUARANTEES" SECTION.	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1997	MARVEL CHARACTERS B.V. C/O MARVEL ENTERTAINMENT, LLC 135 WEST 50TH STREET, 7TH FLOOR ATTN: MARVEL BUSINESS AND LEGAL AFFAIRS NEW YORK, NY 10020	56551	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 12/27/2016	\$0.00
1998	MARVEL CHARACTERS B.V. C/O MARVEL ENTERTAINMENT, LLC 135 WEST 50TH STREET, 7TH FLOOR ATTN: MARVEL BUSINESS AND LEGAL AFFAIRS NEW YORK, NY 10020	56554	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT REFERENCE PACKET	\$0.00
1999	MARVEL ENTERTAINMENT, LLC 135 WEST 50TH STREET 7TH FLOOR NEW YORK, NY 10020	72277	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
2000	MASTERSHIP INTERNATIONAL CO., LTD MIA SHOES, INC. 9985 NW 19TH STREET MIAMI, FL 33172	56558	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/01/2009	\$0.00
2001	MASUE LLC 185 NW SPANISH ROAD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 2232	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2232) 1413 1ST ST S WILLMAR, MN	\$2,451.92
2002	MATRIX (CAMROSE) LIMITED PARTNERSHIP 12420-102 AVENUE NW EDMONTON, AB T5N 0M1 CANADA	S# 6918	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6918) CORNERSTONE SHOPPING CENTER 160 CORNERSTONE 6800-48 AVE CAMROSE, AB	\$927.36
2003	MATRIX CLAIMS MANAGEMENT, INC. 644 LIM STREET, SUITE 900, CINCINNATI, OH 45203	56569	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT WORKERS' COMPENSATION CLAIMS MANAGEMENT SERVICES GROUP RATING AGREEMENT DATED 07/01/2017	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2004	MATTEL, INC. MAIL STOP M1-1518 333 CONTINENTAL BLVD. ATTN: VICE PRESIDENT, LEGAL AND BUSINESS AFFAIRS EL SEGUNDO, CA 90245	56573	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT CONSUMER PRODUCTS LICENSE AGREEMENT DATED 01/01/2017	\$8,296.78
2005	MATTHEWS, MICHAEL ADDRESS ON FILE	58733	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2006	MATTONE GROUP SPRINGNEX LLC 134-01 20TH AVENUE COLLEGE POINT, NY 11356	S# 5696	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5696) PATHMARK PLAZA 13440 SPRINGFIELD BLVD JAMAICA, NY	\$9,589.36
2007	MAXYMISER INC. 257 PARK AVENUE SOUTH 13TH FLOOR, NEW YORK, NY 10010	56577	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 12/19/2014 PLUS STATEMENTS OF WORK	\$0.00
2008	MAXYMISER, INC. 257 PARK AVENUE SOUTH 13TH FLOOR NEW YORK, NY 10010	56581	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 12/19/2014	\$0.00
2009	MAY PHONG ENTERPRISE COMPANY LTD. TAN DAI HAMLET HIEU TU COMMUNE TIEU CAN DISTRICT TRA VINH PROVINCE, VIETNAM	56585	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 01/01/2011	\$0.00
2010	MAY PHONG ENTERPRISE COMPANY LTD. TAN DAI HAMLET HIEU TU COMMUNE TIEU CAN DISTRICT TRA VINH PROVINCE, VIETNAM	56590	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 01/01/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2011	MAY, MARK ADDRESS ON FILE	59032	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	\$0.00
2012	MAYFLOWER CAPE COD LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5713	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5713) CAPE COD MALL 793 IYANNOUGH RD HYANNIS, MA	\$11,552.32
2013	MB LINCOLN MALL LLC C/O HIGHLANDS PROPERTY MANAGEMENT LLC 2809 BUTTERFIELD ROAD SUITE 200 OAK BROOK, IL 60523	S# 2419	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2419) LINCOLN MALL 622 GEORGE WASHINGTON HWY LINCOLN, RI	\$18,434.90
2014	MCALLISTER PLACE HOLDINGS INC 1 ADELAIDE STREET EAST SUITE 900 TORONTO, ON M5C 2V9 CANADA	S# 5981	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5981) MC ALLISTER PLACE 519 WESTMORLAND ROAD SAINT JOHN, NB	\$2,135.17
2015	MCBREEN, MICHAEL ADDRESS ON FILE	59044	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	\$0.00
2016	MCCAFFREY, HAYLEY ADDRESS ON FILE	58954	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2017	MCCANN, TERRI ADDRESS ON FILE	58906	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2018	MCCORMICK-DYE, KEYSHA ADDRESS ON FILE	58765	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2019	MCCUBBIN HOSIERY LLC PO BOX 268984 OKLAHOMA CITY, OK 73126	56525	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SUBLICENSE CONSENT AGREEMENT DATED 06/01/2012	\$0.00
2020	MCCUBBIN HOSIERY, INC. C/O DAVID MCCUBBIN 815 ROBERT S. KERR AVENUE OKLAHOMA CITY, OK 73101	54994	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ACCESSORIES MASTER PURCHASE AGREEMENT DATED 10/14/2005	\$0.00
2021	MCCUBBIN HOSIERY, LLC 5310 NW 5TH STREET OKLAHOMA CITY, OK 73127	56534	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/04/2014	\$0.00
2022	MCCUBBIN HOSIERY, LLC C/O DAVID MCCUBBIN 5310 NW FIFTH STREET OKLAHOMA CITY, OK 73127	56529	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/04/2014	\$0.00
2023	MCDONALD, WILLIAM ADDRESS ON FILE	59010	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2024	MCDONALD'S USA, LLC ONE MCDONALD'S PLAZA OAK BROOK, IL 60523	56545	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SPENDSMART MARKETPLACE PARTICIPATION AGREEMENT DATED 04/29/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2025	MCDONALD'S USA, LLC ONE MCDONALD'S PLAZA OAK BROOK, IL 60523	56549	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT BUSINESS RELATIONSHIP AGREEMENT DATED 04/28/2015	\$0.00
2026	MCDONALD'S/PMCC FOODS 401 ISOM RD. STE. 430 SAN ANTONIO, TX 78216	56553	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/30/2015	\$0.00
2027	MCDOWELL, TRINA ADDRESS ON FILE	58850	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
2028	MCI WORLDCOM COMMUNICATIONS, INC. ATTN: DEPT OF LAW AND PUBLIC POLICY 22001 LOUDOUN COUNTY PKWY ASHBURN, VA 20147	56557	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT INTERNET DEDICATED SERVICE AGREEMENT DATED 10/14/2003	\$0.00
2029	MCKAY, DEANNA ADDRESS ON FILE	58783	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2030	MCM PROPERTIES LTD C/O MUSIC CITY MALL 4101 EAST 42ND STREET ODESSA, TX 79762	S# 1427	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1427) MUSIC CITY MALL 4101 E 42ND ST ODESSA, TX	\$8,552.37
2031	MCP AIRPORT CENTER LLC 222 VIA MARNELL WAY C/O MARNELL PROPERTIES LAS VEGAS, NV 89119	S# 3945	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3945) MCCARRAN MARKETPLACE 5915 SOUTH EASTERN AVENUE LAS VEGAS, NV	\$4,125.36

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2032	MCP VOA I & III LLC 8044 MONTGOMERY ROAD SUITE 710 C/O MIDLAND ATLANTIC DEVELOPMENT COMPANY CINCINNATI, OH 45236	S# 3898	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3898) 7692 VOICE OF AMERICA DRIVE WEST CHESTER, OH	\$5,445.00
2033	MCWHIRTER, CYNTHIA ADDRESS ON FILE	58866	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2034	MEDIA MONKEY, LLC C/O TIMOTHY KRAUSE P.O.BOX 793 ITASCA, IL 60143	56570	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/05/2015	\$0.00
2035	MEDINA, EDWARD ADDRESS ON FILE	58667	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2036	MEDINA, EDWARD ADDRESS ON FILE	58676	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2037	MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. 11F., NO.100, JILIN RD. ZHONGSHAN DIST. TAIPEI CITY, 104 TAIWAN	39629	DYNAMIC ASSETS LIMITED	TAIPEI OFFICE RENTAL, CLEANING AND MAINTENANCE CONTRACT DATED 12/1/2015	\$0.00
2038	MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. 11F., NO.100, JILIN RD. ZHONGSHAN DIST. TAIPEI CITY, 104 TAIWAN	39622	COLLECTIVE BRANDS LOGISTICS, LIMITED	TAIPEI OFFICE RENTAL, CLEANING AND MAINTENANCE CONTRACT DATED 5/1/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2039	MEINKOW, DANIEL ADDRESS ON FILE	58726	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2040	MEIR AGAKI 11511 W WASHINGTON BLVD LOS ANGELES, CA 90066	S# 2944	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2944) 11973 W WASHINGTON BLVD LOS ANGELES, CA	\$2,562.60
2041	MELBOURNE SQUARE LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3747	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3747) MELBOURNE SQUARE MALL 1700 W NEW HAVEN AVE WEST MELBOURNE, FL	\$9,490.05
2042	MELCOR REIT LIMITED PARTNERSHIP #900 10310 JASPER AVENUE EDMONTON, AB T5J 1Y8 CANADA	S# 6960	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6960) WHITE OAKS SQUARE 12222-137 AVE EDMONTON, AB	\$175.27
2043	MENESES, ELIZABETH ADDRESS ON FILE	59084	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2044	MEPT WESTWOOD VILLAGE LLC C/O NEW TOWER TRUST COMPANY; ATTN: PRESI 7315 WISCONSIN AVE SUITE 350 WEST BETHESDA, MD 20814	S# 2475	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2475) WESTWOOD SHOPPING CENTER 2600 SW BARTON ST SEATTLE, WA	\$6,983.00
2045	MERCER HEALTH AND BENEFITS- ATTN: MARK WHITING 2405 GRAND BOULEVARD, SUITE 900 KANSAS CITY, MO 64108-	56578	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 11/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2046	MERIDIAN PACIFIC 94-050 FARRINGTON HIGHWAY 94-050 FARRINGTON HIGHWAY SUITE E1-3 WAIPAHU, HI 96797	S# 4424	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4424) WAIPAHU TOWN CENTER 94-050 FARRINGTON HWY WAIPAHU, HI	\$7,384.45
2047	MERIT OIL COMPANY 1020 W. BLOOMINGTON BLOOMINGTON, CA 92316	56582	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/13/2015	\$0.00
2048	MERTEN, PAM ADDRESS ON FILE	58622	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2049	MESHANTICUT PROPERTIES INC. 1414 ATWOOD AVE. JOHNSTON, RI 02919	S# 5406	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5406) DOUGLAS CROSSING 1664 MINERAL SPRING AVENUE NORTH PROVIDENCE, RI	\$5,515.17
2050	METLIFE HEALTH PLANS, INC. 501 ROUTE 22 BRIDGEWATER, NJ 08807	56593	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES BENEFITS FOR GENERAL DENTAL CARE DATED 01/01/2017	\$0.00
2051	METRO CARE RING PO BOX 300459 DENVER, CO 80203	56598	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/12/2014	\$0.00
2052	METROPOLITAN LIFE INSURANCE COMPANY 200 PARK AVENUE NEW YORK, NY 10166-0188	56603	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES BENEFITS FOR GENERAL DENTAL CARE DATED 01/01/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2053	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY 700 QUAKER LANE WARWICK, RI 02886	56606	PAYLESS SHOESOURCE WORLDWIDE, INC.	INSURANCE POLICIES AUTO & HOME GROUP INSURANCE PROGRAM AGREEMENT DATED 10/01/2014	\$0.00
2054	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY ATTN: LAW DEPARTMENT 700 QUAKER LANE WARWICK, RI 2886	56609	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES GROUP INSURANCE PROGRAM AGREEMENT DATED 10/01/2014	\$0.00
2055	MEYER, JENNIFER ADDRESS ON FILE	58737	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2056	MFC BEAVERCREEK LLC C/O GLIMCHER PROPERTIES 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 4857	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4857) MALL AT FAIRFIELD COMMONS 2727 FAIRFIELD COMMONS BEAVERCREEK, OH	\$5,979.17
2057	MGP X VERNOLA LLC 425 CALIFORNIA 10TH FLOOR ATTN: LEASE ADMINISTRATION; RE: PAYLESS SAN FRANCISCO, CA 94104	S# 649	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #649) VERNOLA MARKETPLACE 6349 PATS RANCH RD MIRA LOMA, CA	\$1,093.33
2058	MGP XI CAPITOLA LLC C/O MERLONE GEIER MANAGEMENT 425 CALIFORNIA STREET 10TH FLOOR SAN FRANCISCO, CA 94104	S# 3629	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3629) CAPITOLA MALL 1855 41ST AVE CAPITOLA, CA	\$8,583.33
2059	MHI GLOBAL, INC. 10901 W. TOLLER DRIVE, SUITE 202 LITTLETON, CO 80127	56614	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SALES ACCESS MANAGER SALES AGREEMENT DATED 08/17/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2060 MIA SHOES, INC. 9985 NW 19TH STREET MIAMI, FL 33172	56619	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/01/2009	\$0.00
2061 MIC MAC MALL LP 21 MIC MAC BLVD DARTMOUTH, NS B3A 4N3 CANADA	S# 5975	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5975) MICMAC MALL 21 MICMAC BOULEVARD DARTMOUTH, NS	\$2,617.60
2062 MICI DESOTO #1 LTD 7557 RAMBLER ROAD SUITE 965 C/O MACLAY PROPERTIES COMPANY DALLAS, TX 75231	S# 1102	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1102) THE CROSSING 1001 N BECKLEY RD DESOTO, TX	\$5,443.67
2063 MICRO FOCUS (US) INC. ONE IRVINGTON CENTRE 700 KING FARM BLVD, STE 400 ROCKVILLE, MD 20850	56621	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SUPPORTLINE RENEWAL NOTICE DATED 03/18/2016	\$0.00
2064 MICRO FOCUS INC. 9420 KEY WEST AVE ROCKVILLE, MD 20850	56625	PAYLESS SHOESOURCE, INC.	IT CONTRACT SUPPORTLINE RENEWAL STATEMENT DATED 07/03/2004	\$0.00
2065 MIDAMERICA HOTELS CORPRTN 105 S. MT. AUBURN CAPE GIRANDEAU, MO 63701	56668	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/19/2015	\$0.00
2066 MIDDLEBELT PLYMOUTH VENTURE LLC C/O SCHOSTAK BROTHERS & CO INC / ATTN: M 17800 LAUREL PARK DRIVE NORTH SUITE 200C LIVONIA, MI 48152	S# 6230	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6230) WONDERLAND VILLAGE 11019 MIDDLEBELT RD LIVONIA, MI	\$9,388.53

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2067	MIDLAND II PROPERTY INC 700 APPLEWOOD CRESCENT SUITE 300 VAUGHAN, ON L4K 5X3 CANADA	S# 4720	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4720) 16821 HWY 12 UNIT G6 MIDLAND, ON	\$1,618.19
2068	MIDTOWN PLAZA INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST; SUITE 300 TORONTO, ON M5C 2W5 CANADA	S# 5948	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5948) MIDTOWN PLAZA 21ST ST EAST SASKATOON, SK	\$0.00
2069	MIDWEST ASSET GROUP LLC 514 EAST VANDALIA STREET EDWARDSVILLE, IL 62025	S# 835	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #835) 907 N ILLINOIS RTE 3 WATERLOO, IL	\$2,282.78
2070	MIKEN CONSULTING, INC. ATTN: MICHAEL HUNCK 6064 AVENIDA CHAMNEZ LA JOLLA, CA 92037	56673	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CONSULTING SERVICES AGREEMENT DATED 10/17/2016	\$0.00
2071	MIKEONE CHICAGO HOLDINGS LLC C/O PACIFIC STAR CAPITAL LLC AS AGENT 1318 BROADWAY 2ND FLOOR SANTA MONICA, CA 90404	S# 3348	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3348) THE YARDS PLAZA 4610 S DAMEN AVE CHICAGO, IL	\$6,695.68
2072	MIL ITF HOOPP REALTY INC (SUDBURY) C/O MORGUARD INVESTMENTS LIMITED 1030 BARRYDOWNE ROAD SUITE 200 SUDBURY, ON P3A 5Z9 CANADA	S# 5928	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5928) NEW SUDBURY CENTRE 1349 LASALLE BLVD SUDBURY, ON	\$3,182.95
2073	MILL CREEK CROSSING LLC PO BOX 7078 C/O BILL LIVINGSTON WARNER ROBINS, GA 31098	S# 5708	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5708) MILL CREEK CROSSING SC 1950 BUFORD MILL DR BUFORD, GA	\$6,125.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2074	MILL WOODS CENTRE INC 2300 YOUNGE STREET SUITE 904 TORONTO, ON M4P 1E4 CANADA	S# 5844	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5844) MILLWOODS TOWN CENTER 2331 66TH ST NW EDMONTON, AB	\$1,806.74
2075	MILLER, OLIVIA ADDRESS ON FILE	56702	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 02/07/2000	\$0.00
2076	MILLEY, KRISTEN ADDRESS ON FILE	58695	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2077	MILLWORK PTE LTD 10 RAEBURN PARK BLOCK A#03-08, 88702 SINGAPORE	56706	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/06/2011	\$0.00
2078	MILTON, DAVID ADDRESS ON FILE	59002	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2079	MINELLI, DENISE ADDRESS ON FILE	58964	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2080	MIRA MESA SHOPPING CENTER-WEST 8294 F MIRA MESA BOULEVARD SAN DIEGO, CA 92126	S# 1373	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1373) MIRA MESA SC WEST 8155 MIRA MESA BLVD SAN DIEGO, CA	\$10,508.60

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2081	MIRANDA, HEIDY ADDRESS ON FILE	59181	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2082	MISTERCLIPPING.COM USA LLC 85 BROAD STREET 17TH FLOOR NEW YORK, NY 10004	72217	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT	\$2,866.50
2083	MITCHELL, DARLENE ADDRESS ON FILE	58688	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2084	MITCHELL, DARLENE ADDRESS ON FILE	58678	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2085	MIX GULLY LTD SDI REALTY 712 MAIN STREET 29TH FLOOR HOUSTON, TX 77002	S# 1262	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1262) PARK CENTRAL CROSSING 8555 MEMORIAL BLVD PORT ARTHUR, TX	\$20,102.28
2086	M-M COMPANY 8220 LA MIRADA ROAD NE SUITE 300 ALBUQUERQUE, NM 87109	S# 2702	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2702) LA MIRADA SQUARE 8220 MONTGOMERY BLVD NE ALBUQUERQUE, NM	\$3,939.64
2087	MOBIFY RESEARCH AND DEVELOPMENT INC. #420 - 725 GRANVILLE STREET VANCOUVER, BC V7Y 1C6 CANADA	72225	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2088 MOBIFY RESEARCH AND DEVELOPMENT INC. #420-725 GRANVILLE ST. VANCOUVER, BC V7Y 1C6 CANADA	56723	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT DATED 02/01/2017	\$0.00
2089 MOBILE AIR TRANSPORT INC (PP 73) 12 RUNWAY AVE LATHAM, NY 12110	56727	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ASSIGNMENT OF POOL POINT SERVICE AGREEMENT DATED 03/06/2016	\$16,201.41
2090 MODE TRANSPORTATION LLC 17330 PRESTON ROAD, SUITE 200C DALLAS, TX 75252	56731	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 04/18/2014	\$0.00
2091 MODE TRANSPORTATION, LLC. 17330 PRESTON ROAD, SUITE 200C DALLAS, TX 75252	56736	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 04/01/2014	\$0.00
2092 MOHAMED_RASHEED, MOHAMED_FAIZAL ADDRESS ON FILE	58788	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2093 MOHNS, JO ANN ADDRESS ON FILE	58697	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2094 MONERIS SOLUTIONS CORPORATION ATTN: CHIEF TECHNOLOGY OFFICER 3300 BLOOR ST W 7TH FLOOR, WEST TOWER TORONTO, ON M8X 2X2 CANADA	56740; 56744	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA LP	BANKING SERVICE AGREEMENT NATIONAL ACCOUNT MERCHANT AGREEMENT DATED 06/01/2010	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2095	MONTEZ (CORNER BROOK) INC. C/O WESTCLIFF MANAGEMENT LTD 600 DE MAISONNEUVE BLVD WEST SUITE 2600 MONTREAL, QC H3A 3J2 CANADA	S# 7192	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7192) CORNER BROOK PLAZA 44 MAPLE VALLEY ROAD CORNER BROOK, NL	\$1,443.27
2096	MONTEZ (SOREL) INC 7250 TASCHEREAU BOULEVARD SUITE 200 C/O COGIR MANAGEMENT CORPORATION G.P. BROSSARD, QC J4W 1M9 CANADA	S# 5927	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5927) PROMENADES DE SOREL 450 PROLIQOIN BLVD SOREL-TRACY, QC	\$0.00
2097	MONTEZ CORE INCOME FUND LIMITED PARTNERSHIP & HILLCREST PROPERTY HOLDINGS INC 200 BAY STREET SUITE 900 PO BOX 100 ROYAL BANK PLAZA NORTH TOWER TORONTO, ON M5J 2J2 CANADA	S# 5823	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5823) HILLCREST MALL 9350 YONGE STREET RICHMOND HILL, ON	\$3,010.79
2098	MOODLEY, PRABASHINEE ADDRESS ON FILE	58627	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2099	MOORE PUBLIC SCHOOLS 615 S. TOWER DRIVE MOORE, OK 73160	56752	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/09/2014	\$0.00
2100	MOORE, DEAN ADDRESS ON FILE	59009	PAYLESS SHOESOURCE DISTRIBUTION, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2101	MOORE, DEAN ADDRESS ON FILE	59018	PAYLESS SHOESOURCE DISTRIBUTION, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2102	MOORE, SHELLY ADDRESS ON FILE	59083	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2103	MOORE, SHELLY ADDRESS ON FILE	59006	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2104	MORAN, STEPHANIE ADDRESS ON FILE	58634	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2105	MORAN, STEPHANIE ADDRESS ON FILE	58643	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2106	MORGUARD CORPORATION & BRAMALEA CITY CENTRE EQUITIES C/O MORGUARD INVESTMENTS LIMITED ATTN: S 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ON L5B 1M3 CANADA	S# 5969	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5969) BRAMALEA CITY CENTRE 25 PEEL CENTRE DRIVE BRAMPTON, ON	\$4,675.79
2107	MORGUARD REAL ESTATE INVESTMENT TRUST 55 CITY CENTRE DRIVE SUITE 1000 ATTN: VICE PRESIDENT & GENERAL COUNSEL MISSISSAUGA, ON L5B 1M3 CANADA	S# 4701	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4701) CAMBRIDGE CENTRE 355 HESPELER ROAD CAMBRIDGE, ON	\$2,098.43

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2108	MORGUARD REAL ESTATE INVESTMENT TRUST 55 CITY CENTRE DRIVE SUITE 1000 ATTN: VICE PRESIDENT & GENERAL COUNSEL MISSISSAUGA, ON L5B 1M3 CANADA	S# 6921	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6921) SHOPPERS MALL 1570 18TH ST BRANDON, MB	\$1,821.19
2109	MORGUARD REAL ESTATE INVESTMENT TRUST C/O MORGUARD INVESTMENTS LIMITED 3055 MASSEY DRIVE SUITE 156 PRINCE GEORGE, BC V2N 2S9 CANADA	S# 6968	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6968) PINE CENTRE 3055 MASSEY DRIVE PRINCE GEORGE, BC	\$1,809.13
2110	MORGUARD REIT C/O PARKLAND MALL MGMT OFFICE 55 CITY CENTRE DRIVE SUITE 800 MISSISSAUGA, ON T5B 1M3 CANADA	S# 5875	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5875) PARKLAND MALL 4747 67TH STREET RED DEER, AB	\$1,769.08
2111	MOSER, CHAD ADDRESS ON FILE	59059	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2112	MOSS, THERON ADDRESS ON FILE	58862	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
2113	MSC MEDITERRANEAN SHIPPING COMPANY S.A. 12-14 CHEMIN RIEV 1208 GENEVA, SWITZERLAND	56773	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE CONTRACT NO. 16-041ECSA DATED 04/01/2016 PLUS AMENDMENTS	\$0.00
2114	MSIG RENAI RD SECTOR 1 TAIPEI, TAIWAN	50154; 50159	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	GENERAL LIABILITY - TAIWAN POLICY NUMBER 0800-05CGP00019	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2115 MSL BAGS AND ACCESSORIES COMPANY LIMITED PINGDAN VILLAGE QINGWAN TOWN BEILIU CITY GUANGXI PROVINCE, CHINA	56788; 56789; 56793	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/30/2016	\$0.00
2116 MSL BAGS AND ACCESSORIES COMPANY LIMITED PINGDAN VILLAGE, QINGWAN TOWN BEILIU CITY, GUANGXI PROVINCE, CHINA	56776; 56780	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/30/2016	\$0.00
2117 MT. POCONO LLC C/O HEIDENBERG PROPERTIES LLC 234 CLOSTER DOCK ROAD CLOSTER, NJ 07624	S# 6589	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6589) MT POCONO PLAZA S/C 601 ROUTE 940 MOUNT POCONO, PA	\$3,393.79
2118 MTV NETWORKS 1515 BROADWAY NEW YORK, NY 100036	56797	COLLECTIVE BRANDS SERVICES, INC.	LICENSING AGREEMENT AMENDMENT MERCHANDISE LICENSE AGREEMENT DATED 10/01/2010	\$0.00
2119 MTV NETWORKS 1515 BROADWAY NEW YORK, NY 100036	56801	COLLECTIVE BRANDS SERVICES, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 10/01/2010	\$0.00
2120 MULDER ASSOCIATES 3829 VILLA MONTEE S.E. GRAND RAPIDS, MI 49512	S# 6219	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6219) 2611 ALPINE AVENUE NW GRAND RAPIDS, MI	\$2,166.67
2121 MULLIGAN, WILLIAM J. ADDRESS ON FILE	58717	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2122	MULLIGAN, WILLIAM J. ADDRESS ON FILE	58905	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2123	MULTI-MATERIAL BC 230-171 ESPLANDADE WEST NORTH VANCOUVER, V7M 3J9 CANADA	56816	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MEMBERSHIP AGREEMENT DATED 05/16/2014	\$0.00
2124	MULTI-MATERIAL STEWARDSHIP WESTERN 1 ST. CLAIR AVE. WEST, 7TH FLOOR TORONTO, ON M4V 1K6 CANADA	56820	PAYLESS SHOESOURCE CANADA GP INC.	SERVICE CONTRACT MEMBERSHIP AGREEMENT DATED 05/19/2014	\$0.00
2125	MUNDI LTD ROOM 721 OCEAN CENTRE HONG KONG, CHINA	56824; 56826	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/01/2008	\$0.00
2126	MUNGER, TOLLES & OLSON LLP 355 SOUTH GRAND AVE., 35TH FLOOR LOS ANGELES, CA 90071-1560	59201	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 01/10/2017	\$0.00
2127	MUSKOGEE PUBLIC SCHOOLS- CHILD NUTRITION SERVICES 1700 BEACON STREET MUSKOGEE, OK 74403	56830	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/12/2013	\$0.00
2128	MUZAK LLC (D/B/A MOOD MEDIA "MOOD") 1703 WEST FIFTH STREET SUITE 600 AUSTIN, TX 78703	56838	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ACCOUNT SERVICE AGREEMENT DATED 05/01/2012 PLUS AMENDMENTS	\$27,000.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2129 MUZAK LLC D/B/A MOOD MEDIA 1703 WEST FIFTH STREET, SUITE 600 AUSTIN, TX 78703	56841	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 05/01/2012	\$0.00
2130 N TOUCH WIRELESS, IN 225 TRINDALE ROAD ATTN: CHAD LONG ARCHDALE, NC 27263	S# 7080	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #7080) 3345 MARTIN LUTHER KING BLVD NEW BERN, NC	\$0.00
2131 NAN SHAN LIFE INSURANCE CO. LTD 1F NO 168 ZHUANGJING RD XINYI DIST. TAIPEI CITY 110, TAIWAN	51624	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES	\$0.00
2132 NASIR, ABDUL ADDRESS ON FILE	58791	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2133 NATION, VICTOR K. ADDRESS ON FILE	58708	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2134 NATIONAL CITY BANK OF KENTUKY 10W. BROAD STREET SUITE 2250 COLUMBUS, OH 43215	56851	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT AMENDMENT TO MERCHANT AGREEMENT DATED 04/16/1999	\$0.00
2135 NATIONAL DELIVERY SYSTEMS 8700 ROBERT FULTON DRIVE, STE 600 COLUMBIA, MD 21046	56855	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 02/21/2010	\$31,883.57

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2136	NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVE SUITE 200 EVANSTON, IL 60201	56886	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 05/16/2016	\$0.00
2137	NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE SUITE 200 EVANSTON, IL 60201	56872	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 01/26/2015	\$0.00
2138	NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE, SUITE 200 EVANSTON, IL 60201	56874	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 01/30/2014	\$0.00
2139	NATIONAL MERIT SCHOLARSHIP 1560 SHERMAN AVE EVANSTON, IL 60201	56860	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 03/06/2013	\$0.00
2140	NATIONAL PROCESSING COMPANY 10W. BROAD STREET SUITE 2250 COLUMBUS, OH 43215	56894	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT AMENDMENT TO MERCHANT AGREEMENT DATED 04/16/1999	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2141 NATIONAL UNION FIRE INS. CO. (AIG) 175 WATER STREET NEW YORK, NY 10038	50016; 50019; 50022; 50025; 50029; 50032; 50036; 50040; 50043; 50048; 50053; 50059; 50063; 50067; 50070; 50073; 50077; 50080; 50083; 50088; 50093; 50096; 50099; 50103; 50106; 50113; 50117; 50122; 50126	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	D&O TAIL POLICY (PRIMARY) POLICY NUMBER TIED TO 21398801	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2142 NATIONAL UNION FIRE INS. CO. (AIG) 175 WATER STREET NEW YORK, NY 10038	49790; 49795; 49799; 49802; 49805; 49810; 49816; 49819; 49822; 49828; 49832; 49836; 49840; 50129; 50134; 50136; 50140; 50143; 50147; 50152; 50156; 50160; 50163; 50167; 50172; 50175; 50178; 50181; 50183	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	DIRECTORS & OFFICERS LIABILITY (PRIMARY) POLICY NUMBER 21398801	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2143 NATIONAL UNION FIRE INS. CO. 175 WATER STREET NEW YORK, NY 10038	49791; 49793; 49800; 49804; 49808; 49812; 49814; 49818; 49823; 49827; 49831; 49834; 49839; 49843; 49848; 49852; 49855; 49860; 49865; 49870; 49875; 49879; 49882; 49888; 49891; 49896; 50162; 50166; 50171	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EMPLOYMENT PRACTICES LIABILITY (PRIMARY) POLICY NUMBER 21398801	\$0.00
2144 NAVEX GLOBAL, INC. 5500 MEADOWS ROAD, SUITE 500 LAKE OSWEGO, OR 97035	56899	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ORDER FORM 110918 DATED 03/30/2016	\$8,832.01

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2145 NAVIGATORS INSURANCE COMPANY ONE PENN PLAZA, 32ND FLOOR NEW YORK, NY 10119	49845; 49847; 49850; 49854; 49858; 49862; 49867; 49871; 49874; 49878; 49881; 49885; 49890; 49894; 49898; 49900; 49905; 49910; 49913; 49915; 49919; 49923; 49930; 49932; 49936; 49941; 49948; 49955; 49960	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER CH17FXR862843IV	\$0.00
2146 NELSON GROUP INC 12420-102 AVENUE NW C/O SPRINGWOOD MANAGEMENT LTD EDMONTON, AB T5N 0M1 CANADA	S# 5991	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5991) LLOYDMINSTER POWER CENTER 7003 44TH ST LLOYDMINSTER, AB	\$1,032.03
2147 NEMP HOLDINGS LP C/O CAPCOR MANAGEMENT LLC 3939 WASHINGTON AVE SUITE 230 HOUSTON, TX 77007	S# 1925	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1925) NORTHEAST MARKETPLACE 10722 EASTEX FREEWAY HOUSTON, TX	\$6,524.37

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2148	NEPOTE, PAULA S. ADDRESS ON FILE	58702	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2149	NEPOTE, PAULA S. ADDRESS ON FILE	58853	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
2150	NEPOTE, PAULA S. ADDRESS ON FILE	58902	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2151	NESPRESSO 8F., NO.399, RUIGUANG RD. NEIHU DIST. TAIPEI CITY, 114 TAIWAN	39624	COLLECTIVE BRANDS LOGISTICS, LIMITED	NESPRESSO COFFEE MACHINE DATED 7/1/2016	\$0.00
2152	NETSER COMPUTER INTERNATIONAL INC 5850 CORAL RIDGE DR STE 210 HERON BAY CORPORATE CENTER CORAL SPRINGS, FL 33076	56917	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 12/01/2011 PLUS STATEMENTS OF WORK	\$235,723.70
2153	NETWORK IMAGING SYSTEMS CORPORATION P.O. BOX 3020 BOTHELL, WA 98041	56920	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT ADDENDUM TO PURCHASE AGREEMENT DATED 07/01/1995	\$0.00
2154	NETWRIX CORPORATION 12 N STATE RT 17 STE 104 PARAMUS, NJ 07652	56926	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AGREEMENT DATED 12/22/2011 PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2155	NEW EDGE LIMITED ROOM 1804 GREENFIELD TOWER CONCORDIA PLAZA; 1 SCIENCE MUSEUM ROAD; TSIMSHATSUI EAST KOWLOON, HONG KONG	56931	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 10/08/2010	\$0.00
2156	NEW LEAF PLAZA LLC ATTN: MACAELA HARRIS 1223 N ROCK ROAD BLDG G; SUITE 300 WICHITA, KS 67206	S# 607	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #607) MARINA LAKES SC 2121 AMIDON AVENUE WICHITA, KS	\$5,133.33
2157	NEW PINE GROVE ROAD CENTRE INC C/O FIRM CAPITAL PROPERTIES INC 1244 CALEDONIA ROAD TORONTO, ON M6A 2X5 CANADA	S# 6959	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6959) 20 NEW PINE GROVE RD UNIT 1 BRIDGEWATER, NS	\$979.34
2158	NEW TECH DEVELOPMENT CORPORATION OF FUZHOU ECONOMIC AND TECHNICAL DEVELOPMENT ZONE 6F, HENG YU MANSION 141 GUANG DA ROAD FUZHOU FUJIAN, CHINA	56556	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 02/25/2009 PLUS AMENDMENTS	\$0.00
2159	NEW YORK ACCESSORY GROUP, INC. 411 FIFTH AVENUE 4TH FLOOR NEW YORK,, NY 10016	56560	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER PURCHASE AGREEMENT	\$0.00
2160	NEWKOA LLC BUENA PARK DOWNTOWN 8308 ON THE MALL BUENA PARK, CA 90620	S# 1831	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1831) BUENA PARK MALL 8370 ON THE MALL BUENA PARK, CA	\$7,336.12
2161	NEWPORT 55&57 PEACHTREET STREET LP C/O WRS INC; ATTN: TIMOTHY NORTON 550 LONG POINT ROAD MT PLEASANT, SC 29464	S# 4362	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4362) 55 PEACHTREE STREET SOUTH WEST ATLANTA, GA	\$6,000.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2162	NEW-TECH DEVELOPMENT CORPORATION OF FUZHOU ECONOMIC AND TECHNICAL DEVELOPMENT ZONE 6F, HENG YU MANSION 141 GUANG DA ROAD FUZHOU, CHINA	56563	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
2163	NICKSTER COMMERCIAL LLC 15102 N TORMEY ROAD NINE MILE FALLS, WA 99026-9687	S# 5235	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5235) 13020 E SPRAGUE AVE SPOKANE VALLEY, WA	\$5,227.87
2164	NIGHTTRAVELLER, MENA ADDRESS ON FILE	58996	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2165	NIKKEL, LARRY E. ADDRESS ON FILE	58746	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2166	NIKKEL, LARRY E. ADDRESS ON FILE	58879	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2167	NINA FOOTWEAR CORP. 200 PARK AVE SOUTH NEW YORK, NY 10003	56574	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 06/27/2011	\$0.00
2168	NINA FOOTWEAR, CORP. 200 PARK AVE SOUTH NEW YORK, NY 10003	56579	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 05/14/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2169	NINGBO NINGSHING INTERNATIONAL INC. ROOM 2512 TIAN NING MANSION NO. 138 WEST ZHONGSHAN ROAD NINGBO ZHEJIANG, CHINA	56583; 56586	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/19/2015	\$0.00
2170	NLSR LP C/O LB PROPERTY MANAGEMENT 4730 WOODMAN AVENUE SUITE 200 SHERMAN OAKS, CA 91423	S# 2719	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2719) NORTHRIDGE PLAZA 8742 CORBIN AVE NORTHRIDGE, CA	\$10,572.00
2171	NOIR LASER COMPANY LLC 6155 PONTIAC TRAIL, SOUTH LYON, MI 48178	56592; 56595	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK SETTLEMENT AND COEXISTENCE AGREEMENT DATED 08/27/2007	\$0.00
2172	NOORI, LEILA ADDRESS ON FILE	58878	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2173	NORASIA CONTAINER LINES LTD 18/2 SOUTH STREET VALLETTA VLT 11, MALTA	56599	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ESSENTIAL TERMS DATED 09/30/2014	\$0.00
2174	NORASIA CONTAINER LINES LTD 18/2 SOUTH STREET VALLETTA VLT 11, MALTA	56602	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ESSENTIAL TERMS PUBLISHED UNDER SERVICE CONTRACT, AMENDMENT 7 DATED 11/27/2013	\$0.00
2175	NORCONY SHOES CO., LTD 97 CHAPEL STREET-SUITE 4 NEEDHAM, MA 02492	56607	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 09/25/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2176	NORCONY SHOES CO., LTD. C/O NEEDHAM FOOTWEAR LLC 97 CHAPEL STREET-SUITE 4 NEEDHAM, MA 2492	56610	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM DATED 09/02/2015	\$0.00
2177	NORTH GREENBUSH ASSOCIATES LLC C/O NIGRO COMPANIES 20 CORPORATE WOODS BLVD. ALBANY, NY 12211	S# 3153	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3153) SHOPPES AT GREENBUSH 600 N GREENBUSH RD RENSSELAER, NY	\$4,694.64
2178	NORTH MAIN GROUND TENANT (PHASE I) LLC FERNCROFT NORTH MAIN MARKET LLC; C/O CH 301 SOUTH COLLEGE STREET SUITE 2800 CHARLOTTE, NC 28202	S# 1166	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1166) 1317 N MAIN ST SUMMERVILLE, SC	\$5,311.00
2179	NORTH PARK SHOPPING CENTRES LIMITED 700 APPLEWOOD CRESCENT SUITE 100 ATTN: LEGAL COUNSEL VAUGHAN, ON L4K 5X3 CANADA	S# 6951	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6951) NORTH PARK PLAZA 1383 LAWRENCE AVENUE WEST NORTH YORK, ON	\$1,690.09
2180	NORTHEASTERN OKLAHOMA LEASING COMPANY 1710 WEST WILL ROGER BLVD CLAREMORE, OK 74017	S# 2797	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2797) 1585 S MUSKOGEE AVE TAHLEQUAH, OK	\$1,531.00
2181	NORTHLAND VILLAGE MALL HOLDINGS INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX C/O PRIMARIS MANAGEMENT INC ATTN: VICE-P TORONTO, ON M5C 2V9 CANADA	S# 5843	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5843) NORTHLAND MALL 5111 NORTHLAND DR NW CALGARY, AB	\$52.99
2182	NORTHSTAR SOURCING GROUP, LLC 10235 MAIN STREET BELLEVUE, WA 98004	56613	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DESIGN SERVICES AGREEMENT DATED 06/01/2014	\$33,388.13

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2183	NORTHSTAR SOURCING GROUP, LLC 10235 MAIN STREET BELLEVUE, WA 98004	56617	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DESIGN SERVICES AGREEMENT DATED 06/24/2014	\$0.00
2184	NORTHSTAR SOURCING GROUP, LLC 10235 MAIN STREET BELLEVUE, WA 98004	56624	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DESIGN SERVICES AGREEMENT DATED 06/02/2014	\$0.00
2185	NORTHSTAR SOURCING LLC 10235 MAIN STREET BELLEVUE, WA 98004	56628	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 05/04/2015	\$0.00
2186	NORTHSTAR SOURCING LLC 10235 MAIN STREET BELLEVUE, WA 98004	56630	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/27/2015	\$0.00
2187	NORTHSTAR SOURCING, LLC 10235 MAIN STREET BELLEVUE, WA 98004	56633	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT NEW MERCHANDISE AGENT QUALITY ASSURANCE FORM	\$0.00
2188	NORTON, REVE NADIA ADDRESS ON FILE	58882	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2189	NOSTRAND REALTY LLC 48 EAST OLD COUNTRY ROAD SUITE 203 MINEOLA, NY 11501	S# 5171	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5171) 102-18 ROOSEVELT AVENUE FLUSHING, NY	\$8,750.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2190	NOVEC ENERGY SOLUTIONS, INC. ATTN: GIL JARAMILLO MD LICENSE # IR-338 10323 LOMOND DR. MANASSAS, VA 20109-3173	56637	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ADDENDUM	\$0.00
2191	NOVEC ENERGY SOLUTIONS, INC. ATTN: GIL JARAMILLO MD LICENSE # IR-338 10323 LOMOND DR. MANASSAS, VA 20109-3173	56641	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER TRANSACTION/CONFIRMATION AGREEMENT	\$0.00
2192	NOVEC ENERGY SOLUTIONS, INC. ATTN: GIL JARAMILLO MD LICENSE # IR-338 10323 LOMOND DR. MANASSAS, VA 20109-3173	56648	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT TRANSACTION/CONFIRMATION AGREEMENT DATED 09/25/2014	\$0.00
2193	NOVEC ENERGY SOLUTIONS, INC. ATTN: GIL JARAMILLO MD LICENSE # IR-338 10323 LOMOND DR. MANASSAS, VA 20109-3173	56653	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSACTION CONFIRMATION AGREEMENT	\$0.00
2194	NR DEVELOPMENT LLC C/O STONEWOOD PROPERTY INC 11015 BELL OAKS ESTATE BLVD EDEN PRAIRIE, MN 55347	S# 734	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #734) 3047 NICOLLET AVE MINNEAPOLIS, MN	\$5,328.75
2195	NRF VII - OAK LAWN LLC C/O NEXT PROPERTY MANAGEMENT INC 5215 OLD ORCHARD ROAD SUITE 880 SKOKIE, IL 60077	S# 1637	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1637) OAKLAWN PROMENADE 6356 W 95TH ST OAK LAWN, IL	\$4,746.90
2196	NSAHOPP MAYFLOWER INC 21 ST. CLAIR AVENUE EAST SUITE 1201 C/O HIGH PEAK LEASEHOLD LIMITED ATTN: LU TORONTO, ON M4T 1L9 CANADA	S# 5995	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5995) MAYFLOWER MALL 800 GRAND LAKE ROAD SYDNEY, NS	\$1,123.72

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2197	NTHERM, LLC 3773 CHERRY CREEK N. DR. SUITE 575 DENVER, CO 80209	56660	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO NATURAL GAS SERVICES AGREEMENT DATED 09/06/2016	\$0.00
2198	NTHERM, LLC 3773 CHERRY CREEK N. DR. SUITE 575 DENVER, CO 80209	56663	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT EXHIBIT A TRANSACTION CONFIRMATION DATED 09/06/2016	\$0.00
2199	NTHERM, LLC C/O KAREN L. SIMPSON, 3773 CHERRY CREEK N. DR. SUITE 575 DENVER, CO 80209	56667	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT NATURAL GAS SALES AGREEMENT DATED 01/01/2016	\$0.00
2200	NUTECH RESOURCE SERVICES LLC 9014 GAMESFORD DR. CHARLOTTE, NC 28277	67918	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 3/27/2017	\$0.00
2201	NUTECH RESOURCE SERVICES LLC 9925 HAYNES BRIDGE RD. SUITE 200-231 ALPHARETTA, GA 30022	49316	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
2202	NY STYLE CIT COMMERCIAL SERVICES P.O. BOX 1036 CHARLOTTE, NC 28201	56676	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM DATED 03/20/2013	\$0.00
2203	NY STYLE CIT COMMERCIAL SERVICES P.O. BOX 1036 CHARLOTTE, NC 28201-1035	56671	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT NEW MERCHANDISE AGENT QUALITY ASSURANCE KEY INFORMATION FORM DATED 04/03/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2204	NYS OFFICE OF CHILDREN & FAMILY SERVICES 1133 FOREST HILL ROAD STATEN ISLAND, NY 10314	56680	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/26/2013	\$0.00
2205	OAKWOOD PLAZA LP C/O KIMCO REALTY 3333 NEW HYDE PARK ROAD SUITE 100 / PO B NEW HYDE PARK, NY 11042-0020	S# 4693	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4693) OAKWOOD PLAZA 3771 OAKWOOD BLVD HOLLYWOOD, FL	\$8,724.08
2206	OBERFELD SNOWCAP 8000 DECORTE BLVD, STE 290 MONTREAL, QC H4P 2S4 CANADA	56684	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT LETTER RE: EXTENSION OF AGREEMENT DATED 12/01/2015	\$0.00
2207	O'BRIEN, ALYSON ADDRESS ON FILE	59182	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2208	O'BRIEN, JIMMY L. ADDRESS ON FILE	59027	PAYLESS SHOESOURCE, INC.	SERVICE AGREEMENT RETIREMENT AGREEMENT	\$0.00
2209	OFFICIAL FAST FREIGHT LLC 1511 S..47TH AVE #300 PHOENIX, AZ 85043	56703	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 10/16/2016	\$21,583.40
2210	OH RETAIL II LL LLC 250 CIVIC CENTER DRIVE SUITE 500 C/O CASTO ATTN: LEGAL DEPT/LEASING COLUMBUS, OH 43215	S# 5785	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5785) TAYLOR SQUARE 2845 SW TAYLOR RD REYNOLDSBURG, OH	\$4,640.35

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2211 OHIO CAT PO BOX 774439 4439 SOLUTIONS CENTER CHICAGO, IL 60677-4004	56707	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INVOICE & TERMS AND CONDITIONS DATED 04/12/2016	\$0.00
2212 OHIO MACHINERY COMPANY 3993 EAST ROYALTON RD. BROADVIEW HEIGHTS, OH 44147	56710	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/20/2014	\$0.00
2213 OHIO TRANSMISSION CORPORATION D/B/A AIR TECHNOLOGIES 1900 JETWAY BLVD. COLUMBUS, OH 43219	56715	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 12/16/2013	\$0.00
2214 OKI DATA AMERICAS, INC. ATTN: JOHN INSONGO 2000 BISHOPS GATE BLVD MT. LAUREL, NJ 08054	56719	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/31/2009	\$39,480.00
2215 OLIVIA MILLER, INC 1 W. 34TH STREET, 10 FLOOR NEW YORK, NY 10001	56729	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT NEW MERCHANDISE AGENT QUALITY ASSURANCE KEY INFORMATION FORM DATED 12/09/2013	\$0.00
2216 OLIVIA MILLER, INC. 1 WEST 34TH STREET, 10TH FLOOR, NEW YORK, NY 10001	56734	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 01/27/2014	\$0.00
2217 OLYMPIC TOWER LLC 523 PINE ST SUITE 205 SEATTLE, WA 98101	S# 3717	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3717) OLYMPIC TOWER BLDG 1529 3RD AVE SEATTLE, WA	\$13,017.14

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2218	ONE STOP PROPERTIES INC. PO BOX 1244 KEY BISCAYNE, FL 33149	S# 3880	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3880) PASEO DEL PRADO 1199 W FLAGLER ST MIAMI, FL	\$6,761.60
2219	ONTREA INC - C/O THE CADILLAC FAIRVIEW CORPORATION LIMITED 20 QUEEN STREET WEST 5TH FLOOR ATTN: EXEC VP NATIONAL PROPERTY OPERATIO TORONTO, ON M5H 3R4 CANADA	S# 5847	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5847) MASONVILLE PLACE 1680 RICHMOND ST N LONDON, ON	\$0.00
2220	ONTREA INC AND CF/REALTY HOLDINGS INC C/O ADMINISTRATION OFFICE 2960 KINGSWAY DRIVE KITCHENER, ON N2C 1X1 CANADA	S# 4727	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4727) FAIRVIEW PARK MALL 2960 KINGSWAY DR KITCHENER, ON	\$5,109.25
2221	ONTREA INC C/O CADILLAC FAIRVIEW CORPORATION LIMITE 20 QUEEN STREET WEST 5TH FLOOR; ATTN: EX TORONTO, ON M5H 3R4 CANADA	S# 5979	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5979) CHINOOK CENTRE 6455 MACLEOD TRAIL SW CALGARY, AB	\$4,960.66
2222	ONTREA INC C/O THE CADILLAC FAIRVIEW CORPORATION LI 5TH FLOOR 20 QUEEN STREET WEST ATTN: VP TORONTO, ON M5H 3R4 CANADA	S# 6915	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6915) POLO PARK SHOPPING CENTRE 1485 PORTAGE AVE WINNIPEG, MB	\$0.00
2223	ONTREA INC. C/O THE CADILLAC FAIRVIEW CORPORATION LT 20 QUEEN STREET WEST 5TH FLOOR ATTN: EVP TORONTO, ON M5H 3R4 CANADA	S# 5955	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5955) LIMERIDGE MALL 999 UPPER WENTWORTH ST HAMILTON, ON	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2224 ONYX LAWTON SB LLC PO BOX 4088 EDMOND, OK 73083-4088	S# 15	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #15) 1202 NW SHERIDAN LAWTON, OK	\$11,109.08
2225 OPB (EMTC) INC 5100 ERIN MILLS PARKWAY C/O 20 VIC MANAGEMENT INC MISSISSAUGA, ON L5M 4Z5 CANADA	S# 5839	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5839) ERIN MILLS TOWN CENTER 5100 ERIN MILLS PKWY MISSISSAUGA, ON	\$3,066.52
2226 OPB REALTY (CARLINGWOOD) INC. 1 QUEEN STREET SUITE 300 BOX 88 TORONTO, ON M5C 2W5 CANADA	S# 5994	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5994) CARLINGWOOD MALL 2121 CARLING AVE OTTAWA, ON	\$2,104.84
2227 OPB REALTY (PEN CENTRE) INC. 20 VIC MANAGEMENT INC. 20 VICTORIA STREET SUITE 900 TORONTO, ON M5C 2N8 CANADA	S# 5805	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5805) PEN CENTRE 221 GLENDALE AVE ST CATHARINES, ON	\$3,065.61
2228 OPB REALTY (PICKERING CENTRE) INC. 20 VIC MANAGEMENT INC. 20 VICTORIA STREET SUITE 900 TORONTO, ON M5C 2N8 CANADA	S# 5806	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5806) PICKERING TOWN CENTER UNIT 14-1355 KINGSTON ROAD PICKERING, ON	\$2,791.22
2229 OPB REALTY (ST. VITAL) INC. C/O 20 VICTORIA STREET SUITE 900 TORONTO, ON M5C 2N8 CANADA	S# 5988	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5988) ST VITAL 1225 ST MARY'S ROAD WINNIPEG, MB	\$2,875.55
2230 OPEN TEXT INC 101 TRI-STATE INTERNATIONAL PARKWAY 3RD FLOOR LINCOLNSHIRE, IL 60069	54844	PAYLESS SHOESOURCE WORLDWIDE, INC.	RENEWAL NOTICE DATED 09/21/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2231	OPEN TEXT INC 101 TRI-STATE INTERNATIONAL PARKWAY 3RD FLOOR LINCOLNSHIRE, IL 60069	56738	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT RENEWAL NOTICE DATED 09/21/2014 PLUS AMENDMENTS	\$0.00
2232	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56750	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT INTERNAL PCI PENETRATION TESTING DATED 06/17/2016	\$0.00
2233	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56754	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 256990-3 DATED 10/27/2015	\$0.00
2234	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56759	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 264365-2 DATED 12/08/2015	\$0.00
2235	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56763	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 278559-3 DATED 03/25/2016	\$0.00
2236	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56768	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 513250-3 DATED 11/11/2016	\$0.00
2237	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56770	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 539895-1 DATED 01/07/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2238	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56774	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 539914-1 DATED 06/10/2016	\$0.00
2239	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56778	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE #: 566264-1 DATED 01/18/2017	\$0.00
2240	OPTIV SECURITY INC. 1125 17TH ST, STE 1700 DENVER, CO 80202	56782	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE#: 276808-2 DATED 03/25/2016	\$0.00
2241	OPTRUST RETAIL INC C/O BENTALL KENNEDY (CANADA) LP SUITE 1800 1055 DUNSMUIR STREET FOUR BEN PO BOX 49001 VANCOUVER, BC V7X 1B1 CANADA	S# 5909	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5909) VILLAGE GREEN MALL 4900 27TH ST VERNON, BC	\$1,625.58
2242	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	49293	PAYLESS SHOESOURCE WORLDWIDE, INC.	624404-15 - ORDERING DOCUMENT - OMS.ORDER BROKER DATED 2/28/2017	\$0.00
2243	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	49292	PAYLESS SHOESOURCE WORLDWIDE, INC.	6245937-23 ORDERING DOCUMENT - X-STORE DATED 2/28/2017	\$0.00
2244	ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	49297	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORACLE ORDERING DOC - OMNI TECH DATED 3/22/2017	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2245 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	49295	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORACLE ORDERING DOC SERVICES DATED 3/23/2017	\$0.00
2246 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	54846	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 02/01/2012	\$0.00
2247 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	54847	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 05/31/2012	\$0.00
2248 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	54852	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 11/30/2016	\$0.00
2249 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	72221	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT FOR MAXYMISER DATED 1/29/2016	\$0.00
2250 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	72224	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT FOR MAXYMISER DATED 12/20/2016	\$0.00
2251 ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	54850	PAYLESS SHOESOURCE WORLDWIDE, INC.	EXECUTABLE QUOTE DATED 11/25/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2252	ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	56819	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER EXECUTABLE QUOTE DATED 04/20/2016	\$0.00
2253	ORACLE USA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	54845	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 05/26/2009	\$0.00
2254	ORACLE USA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56839	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ORDERING DOCUMENT/EXHIBIT AMENDMENT THREE DATED 05/29/2009	\$0.00
2255	ORACLE USA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	72261	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT ORACLE MAXYMISER	\$0.00
2256	ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56791	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE ORDER EXCEPTION FORM DATED 11/22/2011	\$82,720.23
2257	ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56803	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER PURCHASE ORDER EXCEPTION DATED 01/26/2009	\$0.00
2258	ORCHARD PARK SHOPPING CENTRE HOLDINGS INC C/O PRIMARIS MANAGEMENT INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX TORONTO, ON M5C 2V9 CANADA	S# 5916	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5916) ORCHARD PARK 2271 HARVEY AVE KELOWNA, BC	\$2,062.70

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2259 ORDERWAVE 2816 COLUMBIA ST. TORRENCE, CA 90503	56864	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SPENDSMART MARKETPLACE INTEGRATION	\$0.00
2260 ORIENT EXPRESS CONTAINER CO., LTD. 7TH FLOOR, NO. 131, SEC.3, NANJING E. RD. TAIPEI 104, TAIWAN	56866	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/29/2016	\$0.00
2261 ORIGAMI RISK LLC 444 N. ORLENAS CHICAGO, IL 60654	56875	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE SUBSCRIPTION AGREEMENT DATED 12/30/2015	\$0.00
2262 ORIGAMI RISK, LLC. 444 N. ORLEANS, CHICAGO,, IL 60654	56878	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SOFTWARE SUBSCRIPTION AGREEMENT DATED 12/30/2015	\$0.00
2263 ORKIN SERVICES OF CALIFORNIA 12710 MAGNOLLA AVE RIVERSIDE, CA 92503	56881	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SPECIAL SERVICE COMMERCIAL AGREEMENT DATED 10/02/2015	\$0.00
2264 ORKIN SERVICES OF CALIFORNIA 12710 MAGNOLLA AVE RIVERSIDE, CA 92503	56884	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SPECIAL SERVICE COMMERCIAL AGREEMENT DATED 01/22/2016	\$0.00
2265 ORLAFORD LIMITED FOLEY & LARDNER FIRSTAR CENTER 777 E WISCONSIN AVE MILWAUKEE, WI 53202-5367	72342	PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2266 ORLANDO CORPORATION 6205 AIRPORT ROAD 5TH FLOOR MISSISSAUGA, ON L4V 1E3 CANADA	S# 4730	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4730) HEARTLAND TOWN CENTRE 650 MATHESON BLVD WEST MISSISSAUGA, ON	\$3,838.32
2267 OSHAWA CENTRE HOLDINGS INC. 95 WELLINGTON STREET WEST SUITE 300 TORONTO, ON M5J 2R2 CANADA	S# 5802	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5802) OSHAWA CITY CENTRE 419 KING ST WEST OSHAWA, ON	\$3,714.83
2268 OSLER, HOSKIN & HARCOURT LLP BOX 50 FIRST CANADIAN PLACE TORONTO, ON M5X 1B8 CANADA	59202	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 03/27/2017	\$0.00
2269 OTG MANAGEMENT, LLC 352 PARK AVE. S. NEW YORK, NY 10010	56889	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT OCCUPATIONAL FOOTWEAR PROGRAM DATED 02/29/2016	\$0.00
2270 OTSEGO PLAZA LLC 1536 56TH STREET BROOKLYN, NY 11219	S# 4456	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4456) OTSEGO PLAZA 1221 M 89 STE 200 PLAINWELL, MI	\$2,549.33
2271 OTT, CHRISTOPHER ADDRESS ON FILE	59088	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2272 OTT, CHRISTOPHER ADDRESS ON FILE	59017	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2273 OUIMET, LAURA ADDRESS ON FILE	58701	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2274 OUR LADY OF THE LAKE ASCENSION COMM HOSP 1125 W. HWY 30 GONZALES, LA 70737	56892	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/13/2015	\$0.00
2275 OUTAMARTE, ASMA ADDRESS ON FILE	58885	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2276 OUTBACK STEAKHOUSE OF FLORIDA 2202 N WEST SHORE BLVD 5TH FLOOR TAMPA, FL 33607	56896	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT COEXISTENCE AGREEMENT DATED 09/29/2013	\$0.00
2277 OUTHWAITE, AMANDA ADDRESS ON FILE	58999	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2278 OVERBAUGH, ROBERT M. ADDRESS ON FILE	59057	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2279 OVERBAUGH, SARAH E. ADDRESS ON FILE	59096	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2280	OVERBAUGH, SARAH E. ADDRESS ON FILE	59095	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2281	OVERLAND PLAZA LLC C/O THE LIPTON GROUP INC 7211 DELMAR BLVD. ST. LOUIS, MO 63130	S# 779	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #779) 9080 OVERLAND PLAZA OVERLAND, MO	\$4,341.29
2282	OWENS, NICOLE ADDRESS ON FILE	58957	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2283	OXFORD PROPERTIES GROUP INC. & CPP INVESTMENT BOARD REAL ESTATE HOLDINGS INC SUITE 1700 CITY CENTRE PLACE 100025 - 102 A AVENUE EDMONTON, AB T5J 2Z2 CANADA	S# 5878	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5878) EDMONTON CITY CENTRE EAST 122 101 102ND AVE EDMONTON, AB	\$2,206.04
2284	OXFORD PROPERTIES RETAIL HOLDINGS II INC & CPPIB UPPER CANADA MALL INC 17600 YONGE STREET BOX 256; C/O UPPER CA NEWMARKET, ON L3Y 4Z1 CANADA	S# 5824	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5824) UPPER CANADA MALL 17600 YONGE ST NEWMARKET, ON	\$2,620.83
2285	OXFORD PROPERTIES RETAIL HOLDINGS INC UNIT 142 100 ANDERSON ROAD SE C/O OPGI MANAGEMENT LP; SOUTHCENTRE MALL CALGARY, AB T2J 3V1 CANADA	S# 6956	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6956) SOUTHCENTRE MALL 100 ANDERSON ROAD SE CALGARY, AB	\$3,346.47

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2286 OZEREKO, JOHN ADDRESS ON FILE	58887	PAYLESS NYC, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
2287 P.S.K.S. ASSOCIATES LTD 250 95TH STREET #5867 SURFSIDE, FL 33154-2815	S# 4314	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4314) 495 W 49TH ST HIALEAH, FL	\$14,266.66
2288 P.S.R PHICHIT FOOTWEAR CO., LTD. 119/1 THANONG PHOTHALE PHICHIT 66130, THAILAND	56940	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 01/20/2009	\$0.00
2289 P.S.R. PHICHIT FOOTWEAR CO., LTD 119/1 THANONG PHOTHALE PHICHIT, 66130 THAILAND	56900; 56904	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2290 P.S.R. PHICHIT FOOTWEAR CO., LTD. 119/1 THANONG PHOTHALE PHICHIT, 66130 THAILAND	56908	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2291 P.S.R. PHICHIT FOOTWEAR CO., LTD. 119/1 THANONG PHOTHALE PHICHIT, 66130 THAILAND	56912	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2292 P.S.R. PHICHIT FOOTWEAR CO., LTD. 225 MOO 3 KUNG SAMP AO MANOROM, CHAINAT, 17110 THAILAND	56924; 56928	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2293 P.S.R. PHICHIT FOOTWEAR CO., LTD. 255 MOO 3 KUNG SAMPAO MANOROM, CHAINAT, 17110 THAILAND	56915; 56919	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2294 P.S.R. PHICIT FOOTWEAR CO., LTD. 119/1 THANONG PHOTHALAE PHICHIT, 66130 THAILAND	56934; 56936	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2295 PAAKANEN, MARK ADDRESS ON FILE	58674	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2296 PACIFIC INDEMNITY INS. CO. 348 WEST O'BRIEN DRIVE HAGATNA, GUAM, 96910	49966; 49970; 49977; 49981; 49986; 49990; 49997; 50000; 50004; 50008; 50011; 50014; 50018; 50023; 50026; 50030; 50035; 50038; 50042; 50046; 50050; 50054; 50057	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	WORKERS COMPENSATION POLICY NUMBER WC001600007	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2297	PACIFIC INDEMNITY INSUARANCE COMPANY 348 WEST O'BRIEN DRIVE HAGATNA, GUAM	56959	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES INSURANCE POLICY DATED 05/27/2016	\$0.00
2298	PACIFIC LEGWEAR INC 2727 W. MOCKINGBIRD LANE, SUITE 103 DALLAS, TX 75235	56963	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/07/2010	\$0.00
2299	PACIFIC LUTHERAN UNIVERSITY 12180 PARK AVE. S. TACOMA, WA 98447	56966	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/04/2016	\$0.00
2300	PADILLA VERDAD, ALEJANDRO ADDRESS ON FILE	59121	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2301	PADILLA VERDAD, ALEJANDRO ADDRESS ON FILE	59127	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2302	PADILLA, KELLI ADDRESS ON FILE	58759	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2303	PAGELY 260 S. ARIZONA AVE CHANDLER, AZ 85225	56550	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AGREEMENT TO PERFORM HOSTING SERVICES DATED 04/21/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2304	PAGELY 260 S. ARIZONA AVE. CHANDLER, AZ 85225	56974	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AGREEMENT TO PERFORM HOSTING SERVICES DATED 01/15/2014	\$0.00
2305	PAGODA SIDNEY RICH ASSOCIATES 8300 MARYLAND AVE ST. LOUIS, MO 63166-0450	54968	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER CHANGES TO PURCHASE ORDER LETTER DATED 01/02/2002	\$0.00
2306	PALM PLAZA ASSOC. LTD. C/O ROSEN ASSOCIATES MGMT. CORP. 33 SOUTH SERVICE ROAD JERICHO, NY 11753	S# 5161	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5161) PALM PLAZA SHOPPING CENTER 4462 BEE RIDGE ROAD SPACE # 1 SARASOTA, FL	\$4,477.42
2307	PALMER-EASON, RAMONA ADDRESS ON FILE	59076	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2308	PALMER-EASON, RAMONA ADDRESS ON FILE	58987	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2309	PALO WOODS LLC C/O WATT PROPERTIES INC; ATTN VP ASSET M 2716 OCEAN PARK BOULEVARD SUITE 2025 SANTA MONICA, CA 90405	S# 2988	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2988) PALO WOODS KMART CENTER 962 SEPULVEDA BLVD HARBOR CITY, CA	\$13,296.92
2310	PAN GREGORIAN ENTERPRISES OF MARYLAND, INC. 4911 EASTERN AVENUE BALTIMORE, MA 21224	56564	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AGREEMENT TO PURCHASE DATED 11/01/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2311	PAN GREGORIAN ENTERPRISES OF MARYLAND, INC. 4911 EASTERN AVENUE BALTIMORE, MA 21224	56559	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AGREEMENT TO PURCHASE	\$0.00
2312	PAN YU LEADER SHOES COMPANY NO. 1 XINGYE ROAD NANCUN TOWN PANYU DISTRICT, GD PROVINCE, CHINA	56568	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
2313	PANAMA TRANSFER INC 600 LASALLE AVE PANAMA, IA 51562	56572	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 07/06/2008	\$0.00
2314	PAOLIN, KRISTYN ADDRESS ON FILE	59087	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2315	PARAMOUNT ENTERPRISES INC. 227 E. WALNUT STREET GOLDSBORO, NC 27530	S# 5094	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5094) PINWOOD SQUARE S C 906 NORTH SPENCE GOLDSBORO, NC	\$2,500.00
2316	PARK CENTRE I LLC; A UTAH LIMITED LIABILITY COMPANY 6995 UNION PARK CENTER SUITE 440 MIDVALE, UT 84047	S# 1607	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1607) 7015 S 1300 E MIDVALE, UT	\$5,311.42
2317	PARK CHRISTIAN CHURCH 236 MILLER AVENUE DENNISON, OH 44621	56584	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/22/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2318	PARK CHRISTIAN CHURCH 236 MILLER AVENUE DENNISON, OH 44621	56576	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/22/2014	\$0.00
2319	PARK CHRISTIAN CHURCH 236 MILLER AVENUE DENNISON, OH 44621	56580	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/31/2015	\$0.00
2320	PARK PLACE MALL HOLDINGS INC. C/O PRIMARIS MANAGEMENT INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX TORONTO, ON M5C 2V9 CANADA	S# 5893	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5893) PARK PLACE 501 1ST AVE S LETHBRIDGE, AB	\$2,325.25
2321	PARK, SHIRLEY ADDRESS ON FILE	59026	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2322	PARKWAY CENTRE EAST RETAIL LLC 35 N 4TH STREET SUITE 400 C/O PARKWAY CENTRE EAST LLC COLUMBUS, OH 43215	S# 6297	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6297) PARKWAY CENTRE EAST 4154 BUCKEYE PKWY GROVE CITY, OH	\$8,529.19
2323	PARTNERS REIT C/O EPIC REALTY PARTNERS (OTTAWA) INC 473 ALBERT STREET SUITE 100 OTTAWA, ON K1R 5B4 CANADA	S# 5932	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5932) CORNWALL SQUARE 1 WATER STREET EAST CORNWALL, ON	\$950.15
2324	PASADENA PARK 2002 LLC C/O J HERZOG & SONS LLC 1720 S BELLAIRE STREET SUITE 1209 DENVER, CO 80222-4336	S# 2562	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2562) PASADENA PARK S/C 6848 A SPENCER HWY PASADENA, TX	\$4,514.37

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2325 PASCHALL TRUCK LINES, INC 3443 U.S. HWY 641 SOUTH MURRAY, KY 42071-0018	56601	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 07/29/2015	\$0.00
2326 PASCHALL TRUCK LINES, INC. 3443 U.S. HWY 641 SOUTH MURRAY, KY 42071-0018	56605	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 07/28/2015	\$0.00
2327 PASSCO HANFORD MALL LLC PASSCO COMPANIES LLC; ATTN: DIR PROP MGM 2050 MAIN STREET SUITE 650 IRVINE, CA 92614	S# 4330	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4330) HANFORD MALL 1675 W LACEY BLVD HANFORD, CA	\$215.85
2328 PATCHOGUE REALTY ASSOCIATES LLC 95 FROELICH FARM BLVD C/O PERGAMENT PROPERTIES WOODBURY, NY 11797	S# 1787	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1787) GATEWAY PLAZA 499 SUNRISE HWY W 21 PATCHOGUE, NY	\$7,581.79
2329 PATEL, SHUSHMA ADDRESS ON FILE	59047	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2330 PATERSON MALL SHOPPING CENTER CORP 1000 PENNSYLVANIA AVENUE C/O MAVERICK MANAGEMENT CORP BROOKLYN, NY 11207	S# 3025	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3025) 183 MAIN STREET SPACE 9 PATERSON, NJ	\$8,886.42
2331 PATTISON SIGN GROUP ATTN: LEGAL DEPARTMENT 555 ELLESMERE RD. TORONTO, ON M1R 4E8 CANADA	56608	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 02/24/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2332	PATTISON SIGN GROUP ATTN: LEGAL DEPARTMENT 555 ELLESMERE RD. TORONTO, ON M1R 4E8 CANADA	56612	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/30/2016	\$0.00
2333	PATTISON SIGN GROUP ATTN: LEGAL DEPARTMENT 555 ELLESMERE RD. TORONTO, ON M1R 4E8 CANADA	56615	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE DOCUMENT DATED 04/30/2016	\$0.00
2334	PATTISON SIGN GROUP ATTN: LEGAL DEPARTMENT 555 ELLESMERE RD. TORONTO, ON M1R 4E8 CANADA	56618	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT DATED 04/30/2016	\$0.00
2335	PATTON, STEPHEN L. ADDRESS ON FILE	58897	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2336	PAULUS, DONALD ADDRESS ON FILE	58814	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2337	PAYLESS ASIA SOURCING 3231 SE 6TH AVENUE TOPEKA, KS 66607	42856	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2338	PAYLESS CA MANAGEMENT LIMITED CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	42874	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2339 PAYLESS CO MANAGEMENT LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	42875	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2340 PAYLESS COLLECTIVE GP, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42842	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2341 PAYLESS COLOMBIA (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56635	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT ANCILLARY AGREEMENT DATED 09/30/2016	\$0.00
2342 PAYLESS COLOMBIA (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56638	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/06/2008	\$0.00
2343 PAYLESS CONTROLADORA, S.A. DE C.V. PASEO DE LOS TAMARINDOS 60 D.F. BOSQUES DE LAS LOMAS, 05120 MEXICO	42876	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2344 PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56640	PAYLESS SHOESOURCE CANADA INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) AMENDED AND RESTATED PROMISSORY NOTE	\$0.00
2345 PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56644	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 01/18/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2346	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56649	PAYLESS INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 04/10/2000 PLUS AMENDMENTS	\$0.00
2347	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56656	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 12/19/2011	\$0.00
2348	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56658	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2000	\$0.00
2349	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56661	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	\$0.00
2350	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56670	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2351 PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42888; 42889; 42890; 42891; 42892; 42893; 42894; 42895; 42896; 42897; 42898; 42899; 42900; 42901; 42902; 42903; 42904; 42905; 42906; 42907; 42908; 42909; 42910; 42911; 42912; 42913	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS GOLD VALUE CO, INC.; PAYLESS INC.; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2352 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56674	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT GIFT CERTIFICATE COMMISSION AND SERVICE AGREEMENT DATED 06/29/2001	\$0.00
2353 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56677	PAYLESS NYC, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2354 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56681	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00
2355 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56687; 56690; 56693	COLLECTIVE BRANDS LOGISTICS, LIMITED; PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/01/2009	\$0.00
2356 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56699	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	\$0.00
2357 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56701	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT GIFT CERTIFICATE COMMISSION AND SERVICE AGREEMENT DATED 06/29/2001	\$0.00
2358 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56705	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2359 PAYLESS GOLD VALUE CO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42832	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2360 PAYLESS INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	56708	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 04/10/2000 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2361	PAYLESS INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	56713	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY AGREEMENT AMENDMENT #1 TO PROFIT SHARING PLAN DATED 10/30/2013	\$0.00
2362	PAYLESS INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	56716	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/27/1998	\$0.00
2363	PAYLESS INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	42833	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2364	PAYLESS INDIA FRANCHISING, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	56718	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 10/07/2013	\$0.00
2365	PAYLESS INDIA FRANCHISING, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42857	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2366	PAYLESS INTERNATIONAL FINANCE B.V. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	56722	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 05/20/2016	\$0.00
2367	PAYLESS INTERNATIONAL FINANCE B.V. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	56726	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND PAYLESS MARK LICENSE AGREEMENT DATED 09/30/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2368	PAYLESS INTERNATIONAL FINANCE B.V. LUNA ARENA HERIKERBERGWEG 238 1101 CM AMSTERDAM ZUIDOOST P.O. BOX 23393 1100 DW AMSTERDAM ZUIDOOST AMSTERDAM, NETHERLANDS	42877	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2369	PAYLESS INTERNATIONAL FRANCHISING, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42834	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2370	PAYLESS NETHERLANDS HOLDINGS, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42858	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2371	PAYLESS NYC, INC. 1359 BROADWAY SUITE 1130 NEW YORK, NY 10018	42843	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2372	PAYLESS NYC, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56732	PAYLESS GOLD VALUE CO, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2009	\$0.00
2373	PAYLESS NYC, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56735; 56739	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/04/2007	\$0.00
2374	PAYLESS NYC, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56742	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2375 PAYLESS NYC, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56745	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 09/29/1997	\$0.00
2376 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56749; 56753	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2377 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56756	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2378 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56761	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2002	\$0.00
2379 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56764	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2006	\$0.00
2380 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56769	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2381 PAYLESS PURCHASING SERVICES, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42844	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2382	PAYLESS SERVICIOS, S.A. DE C.V. PASEO DE LOS TAMARINDOS 60 D.F. BOSQUES DE LAS LOMAS, 05120 MEXICO	42878	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2383	PAYLESS SHOESOURCE (BARBADOS) SRL AÁSTRA LAW "AASTRA HOUSE" ST. MATTHIAS ROAD CHRIST CHURCH, BB14034 BARBADOS	56772	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/01/2012	\$0.00
2384	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56777	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT ANCILLARY AGREEMENT DATED 09/30/2016	\$0.00
2385	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56786	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2386	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56792	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 08/15/2000	\$0.00
2387	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56795	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2388	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56800	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 08/15/2000	\$0.00
2389	PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56802	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 02/01/2004 PLUS AMENDMENTS	\$0.00
2390	PAYLESS SHOESOURCE (PANAMA) S.A. 53 EAST STREET SWISS TOWER BANK 2ND FLOOR MARBELLA, 0819-09132 PANAMA	56807	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2391	PAYLESS SHOESOURCE (PANAMA) S.A. 53 EAST STREET SWISS TOWER BANK 2ND FLOOR MARBELLA, 0819-09132 PANAMA	56810	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 10/24/2001	\$0.00
2392	PAYLESS SHOESOURCE (PANAMA) S.A. 53 EAST STREET SWISS TOWER BANK 2ND FLOOR MARBELLA, 0819-09132 PANAMA	56814	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 06/01/2004 PLUS AMENDMENTS	\$0.00
2393	PAYLESS SHOESOURCE (PANAMA) S.A. 53 EAST STREET SWISS TOWER BANK 2ND FLOOR MARBELLA, 0819-09132 PANAMA	56817	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2394 PAYLESS SHOESOURCE ANDEAN HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	56823	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT ANCILLARY AGREEMENT DATED 09/30/2016	\$0.00
2395 PAYLESS SHOESOURCE ANDEAN HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	56827	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2396 PAYLESS SHOESOURCE ANDEAN HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	56831	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/09/2002	\$0.00
2397 PAYLESS SHOESOURCE ANDEAN HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	56834	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 04/09/2002	\$0.00
2398 PAYLESS SHOESOURCE ANDEAN HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	56836; 56840	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 04/09/2002 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2399	PAYLESS SHOESOURCE CANADA GP INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	42845	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2400	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56849	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) AMENDED AND RESTATED PROMISSORY NOTE	\$0.00
2401	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56852	PAYLESS PURCHASING SERVICES, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2402	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56856	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/06/1997	\$0.00
2403	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56858	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/06/1999	\$0.00
2404	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56863	PAYLESS SHOESOURCE CANADA LP	INTERCOMPANY AGREEMENT LIMITED PARTNERSHIP AGREEMENT DATED 12/15/2005	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2405	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56867	PAYLESS SHOESOURCE MERCHANDISING, INC.	INTERCOMPANY AGREEMENT MERCHANDISE SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2406	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56870	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/02/2003	\$0.00
2407	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56873	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 08/01/1997 PLUS AMENDMENTS	\$0.00
2408	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56880	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2006	\$0.00
2409	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56887	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2410	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	56890	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/28/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2411	PAYLESS SHOESOURCE CANADA INC. BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	42846	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2412	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56897	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY AGREEMENT LIMITED PARTNERSHIP AGREEMENT DATED 12/15/2005	\$0.00
2413	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56901	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 03/06/2009	\$0.00
2414	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56905; 56909; 56910	PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2006	\$0.00
2415	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56914	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/28/2006	\$0.00
2416	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56918	PAYLESS SHOESOURCE MERCHANDISING, INC.	SERVICE CONTRACT MERCHANDISE SERVICES AGREEMENT DATED 01/01/2006	\$0.00
2417	PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56925	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 02/28/2006 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2418	PAYLESS SHOESOURCE CANADA LP BLAKE CASSELS & GRAYDON SUITE 4000 COMMERCE COURT WEST TORONTO, ON M5L 1A9 CANADA	42847	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2419	PAYLESS SHOESOURCE CANADA 191 THE WEST MALL SUITE 1100 ETOBICOKE, ON M9C 5K8 CANADA	56844	PAYLESS SHOESOURCE CANADA GP INC.	INTERCOMPANY AGREEMENT LIMITED PARTNERSHIP AGREEMENT DATED 12/15/2005	\$0.00
2420	PAYLESS SHOESOURCE CANADA, LP 1700 BISHOP STREET CAMBRIDGE, ONTARIO, N1T 1T2 CANADA	56929	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/28/2006	\$0.00
2421	PAYLESS SHOESOURCE DE GUATEMALA, LIMITADA EDIFICIO CENTRICA PLAZA 15 CALLE 1-04 ZONA 10 ER. NIVEL OFICINA 301 GUATEMALA CITY, GUATEMALA	56932	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 01/31/2001	\$0.00
2422	PAYLESS SHOESOURCE DE GUATEMALA, LIMITADA EDIFICIO CENTRICA PLAZA 15 CALLE 1-04 ZONA 10 ER. NIVEL OFICINA 301 GUATEMALA CITY, GUATEMALA	56616	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2423	PAYLESS SHOESOURCE DE GUATEMALA, LIMITADA EDIFICIO CENTRICA PLAZA 15 CALLE 1-04 ZONA 10 ER. NIVEL OFICINA 301 GUATEMALA CITY, GUATEMALA	56620	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/31/2001	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2424	PAYLESS SHOESOURCE DE GUATEMALA, LIMITADA EDIFICIO CENTRICA PLAZA 15 CALLE 1-04 ZONA 10 ER. NIVEL OFICINA 301 GUATEMALA CITY, GUATEMALA	56623	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2425	PAYLESS SHOESOURCE DE GUATEMALA, LIMITADA EDIFICIO CENTRICA PLAZA 15 CALLE 1-04 ZONA 10 ER. NIVEL OFICINA 301 GUATEMALA CITY, GUATEMALA	56626	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2010	\$0.00
2426	PAYLESS SHOESOURCE DE LA REPÚBLICA DOMINICANA, S.R.L. AV. PEDRO HENRIQUEZ UREÑA NO. 157 SANTO DOMINGO DOMINICAN REPUBLIC DOMINICAN REPUBLIC SANTO DOMINGO, DOMINICAN REPUBLIC	56634	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2427	PAYLESS SHOESOURCE DE LA REPÚBLICA DOMINICANA, S.R.L. AV. PEDRO HENRIQUEZ UREÑA NO. 157 SANTO DOMINGO DOMINICAN REPUBLIC DOMINICAN REPUBLIC SANTO DOMINGO, DOMINICAN REPUBLIC	56642	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/15/2001	\$0.00
2428	PAYLESS SHOESOURCE DE LA REPÚBLICA DOMINICANA, S.R.L. AV. PEDRO HENRIQUEZ UREÑA NO. 157 SANTO DOMINGO DOMINICAN REPUBLIC DOMINICAN REPUBLIC SANTO DOMINGO, DOMINICAN REPUBLIC	56646	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2429 PAYLESS SHOESOURCE DE LA REPÚBLICA DOMINICANA, S.R.L. AV. PEDRO HENRIQUEZ UREÑA NO. 157 SANTO DOMINGO DOMINICAN REPUBLIC DOMINICAN REPUBLIC SANTO DOMINGO, DOMINICAN REPUBLIC	56650	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 04/15/2001	\$0.00
2430 PAYLESS SHOESOURCE DE LA REPÚBLICA DOMINICANA, S.R.L. AV. PEDRO HENRIQUEZ UREÑA NO. 157 SANTO DOMINGO DOMINICAN REPUBLIC DOMINICAN REPUBLIC SANTO DOMINGO, DOMINICAN REPUBLIC	56654	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2011	\$0.00
2431 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56657	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/26/1996	\$0.00
2432 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56662	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT PAYLESS SHOESOURCE DISTRIBUTION, INC. SOURCING AGREEMENT DATED 02/03/2013	\$0.00
2433 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56666	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00
2434 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56669; 56672	PAYLESS GOLD VALUE CO, INC.; PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2435 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56675	PAYLESS GOLD VALUE CO, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/01/2009	\$0.00
2436 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56679	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/02/2003	\$0.00
2437 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56683; 56686	PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/03/2008 PLUS AMENDMENTS	\$0.00
2438 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56689	PAYLESS SHOESOURCE CANADA LP	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 03/06/2009	\$0.00
2439 PAYLESS SHOESOURCE DISTRIBUTION, INC. 1 COLLECTIVE WAY SUITE A BROOKVILLE, OH 45309	56692	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2440 PAYLESS SHOESOURCE DISTRIBUTION, INC. 26881 PALMETTO AVENUE REDLANDS, CA 92374	42848	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2441 PAYLESS SHOESOURCE DISTRIBUTION, INC. 3231 SE SIXTH AVE. TOPEKA, KS 66607	67920	PAYLESS INC.	GUARANTEE AGREEMENT RE: WORKER'S COMPENSATION LAW OF OHIO DATED 3/4/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2442 PAYLESS SHOESOURCE DOMINICA LTD. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56696	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 04/14/2014	\$0.00
2443 PAYLESS SHOESOURCE DOMINICA LTD. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56700	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 04/14/2014	\$0.00
2444 PAYLESS SHOESOURCE DOMINICA LTD. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56704	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 04/14/2014	\$0.00
2445 PAYLESS SHOESOURCE ECUADOR CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	56709	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 11/14/2001	\$0.00
2446 PAYLESS SHOESOURCE ECUADOR CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	56712	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT REIMBURSEMENT OF EXPENSES AGREEMENT DATED 02/02/2003	\$0.00
2447 PAYLESS SHOESOURCE ECUADOR CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	56717	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2448	PAYLESS SHOESOURCE ECUADOR CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	56721	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 11/14/2001	\$0.00
2449	PAYLESS SHOESOURCE ECUADOR CIA. LTDA. ROBLES E4-136 Y AV. AMAZONAS EDIFICIO PROINCO CALISTO PISO 12 QUITO, EC170517 ECUADOR	56724	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 01/01/2014	\$0.00
2450	PAYLESS SHOESOURCE FOUNDATION 3231 SE 6TH AVENUE TOPEKA, KS 66607	42879	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2451	PAYLESS SHOESOURCE HONDURAS S. DE RL LOMAS DEL GUIJARRO EDIFICIO CORPORATIVO ORIÓN NO. 105-106 TEGUCIGALPA, HONDURAS	56728	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 01/04/2002	\$0.00
2452	PAYLESS SHOESOURCE HONDURAS S. DE RL LOMAS DEL GUIJARRO EDIFICIO CORPORATIVO ORIÓN NO. 105-106 TEGUCIGALPA, HONDURAS	56730	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2453	PAYLESS SHOESOURCE HONDURAS S. DE RL LOMAS DEL GUIJARRO EDIFICIO CORPORATIVO ORIÓN NO. 105-106 TEGUCIGALPA, HONDURAS	56733	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/04/2002	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2454	PAYLESS SHOESOURCE HONDURAS S. DE RL LOMAS DEL GUIJARRO EDIFICIO CORPORATIVO ORIÓN NO. 105-106 TEGUCIGALPA, HONDURAS	56737	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2455	PAYLESS SHOESOURCE HONDURAS S. DE RL LOMAS DEL GUIJARRO EDIFICIO CORPORATIVO ORIÓN NO. 105-106 TEGUCIGALPA, HONDURAS	56741	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2008	\$0.00
2456	PAYLESS SHOESOURCE INTERNATIONAL LIMITED (SHENZHEN) 21F JINRUN BUILDING NO. 6019 SHENNAN ROAD FUTIAN DISTRICT SHENZHEN, CHINA	42880	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2457	PAYLESS SHOESOURCE INTERNATIONAL SERVIÇOS TÉCNICOS E INSPETORIA DE CALÇADOS LTDA. RUA DA CONSOLAÇÃO Nº 3741 - 13º ANDAR SÃO PAULO, 01416-001 BRAZIL	56751	PAYLESS SHOESOURCE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 03/01/1995	\$0.00
2458	PAYLESS SHOESOURCE JAMAICA LIMITED 21 EAST STREET KINGSTON, JAMAICA	56755	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/01/2011	\$0.00
2459	PAYLESS SHOESOURCE JAMAICA LIMITED 21 EAST STREET KINGSTON, JAMAICA	56758	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2460	PAYLESS SHOESOURCE LIMITADA & COMPAÑIA LIMITADA (NICARAGUA) OFIPLAZA EL RETIRO EDIFICION #5 PISO 3 SUITE 5-33 ROTONDA EL PERIODISTA 150 MTS AL SUR MANAGUA, NICARAGUA	56766	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 01/16/2002	\$0.00
2461	PAYLESS SHOESOURCE LIMITADA & COMPAÑIA LIMITADA (NICARAGUA) OFIPLAZA EL RETIRO EDIFICION #5 PISO 3 SUITE 5-33 ROTONDA EL PERIODISTA 150 MTS AL SUR MANAGUA, NICARAGUA	56771	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2462	PAYLESS SHOESOURCE LIMITADA & COMPAÑIA LIMITADA (NICARAGUA) OFIPLAZA EL RETIRO EDIFICION #5 PISO 3 SUITE 5-33 ROTONDA EL PERIODISTA 150 MTS AL SUR MANAGUA, NICARAGUA	56775	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/16/2002	\$0.00
2463	PAYLESS SHOESOURCE LIMITADA & COMPAÑIA LIMITADA (NICARAGUA) OFIPLAZA EL RETIRO EDIFICION #5 PISO 3 SUITE 5-33 ROTONDA EL PERIODISTA 150 MTS AL SUR MANAGUA, NICARAGUA	56779	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2464 PAYLESS SHOESOURCE LIMITADA & COMPAÑIA LIMITADA (NICARAGUA) OFIPLAZA EL RETIRO EDIFICION #5 PISO 3 SUITE 5-33 ROTONDA EL PERIODISTA 150 MTS AL SUR MANAGUA, NICARAGUA	56783	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2011	\$0.00
2465 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56785	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/05/1996	\$0.00
2466 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56787	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY AGREEMENT MERCHANDISE SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2467 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56790	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	\$0.00
2468 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56794	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2469 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56798	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MERCHANDISE SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2470 PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56805	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT MERCHANDISE SERVICES AGREEMENT DATED 01/01/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2471	PAYLESS SHOESOURCE MERCHANDISING, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42849	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2472	PAYLESS SHOESOURCE OF EL SALVADOR, LTDA. DE C.V. 67 AV. SUR PASAJE 2 #26 COLONIA ESCALON SAL SALVADOR, EL SALVADOR	56811	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2473	PAYLESS SHOESOURCE OF EL SALVADOR, LTDA. DE C.V. 67 AV. SUR PASAJE 2 #26 COLONIA ESCALON SAL SALVADOR, EL SALVADOR	56815	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/15/2001	\$0.00
2474	PAYLESS SHOESOURCE OF EL SALVADOR, LTDA. DE C.V. 67 AV. SUR PASAJE 2 #26 COLONIA ESCALON SAL SALVADOR, EL SALVADOR	56818	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2475	PAYLESS SHOESOURCE OF EL SALVADOR, LTDA. DE C.V. 67 AV. SUR PASAJE 2 #26 COLONIA ESCALON SAL SALVADOR, EL SALVADOR	56821	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/15/2001	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2476	PAYLESS SHOESOURCE OF EL SALVADOR, LTDA. DE C.V. 67 AV. SUR PASAJE 2 #26 COLONIA ESCALON SAL SALVADOR, EL SALVADOR	56828	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2008	\$0.00
2477	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56832	PAYLESS INC.	INTERCOMPANY AGREEMENT AMENDMENT #1 TO PROFIT SHARING PLAN DATED 10/30/2013	\$0.00
2478	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56837	PAYLESS PURCHASING SERVICES, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2479	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56842	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 10/14/1991	\$0.00
2480	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56845	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 10/25/1991	\$0.00
2481	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56848	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/03/2002	\$0.00
2482	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56850; 56853	PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/03/2008 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2483	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56857	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 02/01/2003	\$0.00
2484	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56859	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 07/01/1993	\$0.00
2485	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56861	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003 PLUS AMENDMENTS	\$0.00
2486	PAYLESS SHOESOURCE OF PUERTO RICO, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56865	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 07/26/1996	\$0.00
2487	PAYLESS SHOESOURCE OF PUERTO RICO, INC. CAPARRA SHOPPING CENTER 1498 AVE FD ROOSEVELT STE 19A GUAYNABO, PR 00968-2735	42850	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2488	PAYLESS SHOESOURCE OF ST. LUCIA LIMITED MERIDIAN PLACE CHOC ESTATE CASTRIES, ST. LUCIA	56869; 56871	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY LICENSE AGREEMENT DATED 01/01/2012	\$0.00
2489	PAYLESS SHOESOURCE OF TRINIDAD UNLIMITED ELEVEN ALBION COR. DERE & ALBION STREETS PORT OF SPAIN, TRINIDAD & TOBAGO	56877	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2490	PAYLESS SHOESOURCE OF TRINIDAD UNLIMITED ELEVEN ALBION COR. DERE & ALBION STREETS PORT OF SPAIN, TRINIDAD & TOBAGO	56879	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2491	PAYLESS SHOESOURCE OF TRINIDAD UNLIMITED ELEVEN ALBION COR. DERE & ALBION STREETS PORT OF SPAIN, TRINIDAD & TOBAGO	56882	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 06/15/2001	\$0.00
2492	PAYLESS SHOESOURCE OF TRINIDAD UNLIMITED ELEVEN ALBION COR. DERE & ALBION STREETS PORT OF SPAIN, TRINIDAD & TOBAGO	56885	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2493	PAYLESS SHOESOURCE PERU HOLDING, S.L. BAKER & MCKENZIE MADRID SLP PASEO DE LA CASTELLANA 92 MADRID, 28046 SPAIN	56888	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ANCILLARY AGREEMENT DATED 09/30/2016	\$0.00
2494	PAYLESS SHOESOURCE PERU S.R.L. PJ. MARTIR JOSE OLAYA URB. CERCADO DE MIRAFLORES MIRAFLORES LIMA, PERU	56893	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/15/2016	\$0.00
2495	PAYLESS SHOESOURCE PERU S.R.L. PJ. MARTIR JOSE OLAYA URB. CERCADO DE MIRAFLORES MIRAFLORES LIMA, PERU	56898	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 02/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2496	PAYLESS SHOESOURCE PERU S.R.L. PJ. MARTIR JOSE OLAYA URB. CERCADO DE MIRAFLORES MIRAFLORES LIMA, PERU	56902	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 01/07/2002 PLUS AMENDMENTS	\$0.00
2497	PAYLESS SHOESOURCE PERU S.R.L. PJ. MARTIR JOSE OLAYA URB. CERCADO DE MIRAFLORES MIRAFLORES LIMA, PERU	56907	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/15/2016	\$0.00
2498	PAYLESS SHOESOURCE PSS DE COLOMBIA S.A.S. GOMEZ-PINZON LINARES SAMPER SUAREZ VILLAMIL ABOGAD CALLE 67 NO. 7 - 35 OFICINA 1204 BOGOTA, COLOMBIA	56913	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 01/01/2013	\$0.00
2499	PAYLESS SHOESOURCE PSS DE COLOMBIA S.A.S. GOMEZ-PINZON LINARES SAMPER SUAREZ VILLAMIL ABOGAD CALLE 67 NO. 7 - 35 OFICINA 1204 BOGOTA, COLOMBIA	56916	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT FOOTWEAR SYSTEM AND TECHNOLOGY AGREEMENT DATED 01/01/2013 PLUS AMENDMENTS	\$0.00
2500	PAYLESS SHOESOURCE SAIPAN, INC. AAA PSSI BOX 10001 SAIPAN, MP	56921	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2501	PAYLESS SHOESOURCE SAIPAN, INC. AAA PSSI BOX 10001 SAIPAN, MP	56923	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 02/02/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2502	PAYLESS SHOESOURCE SAIPAN, INC. AAA PSSI BOX 10001 SAIPAN, MP	56927	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2503	PAYLESS SHOESOURCE SAIPAN, INC. AAA PSSI BOX 10001 SAIPAN, MP	56930	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/06/1997	\$0.00
2504	PAYLESS SHOESOURCE SAIPAN, INC. BANK OF HAWAII BUILDING SUITE 302 P.O. BOX 500410 SAIPAN, MP	42881	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2505	PAYLESS SHOESOURCE ST. KITTS LTD. GONSALVES HAMEL-SMITH SUITE 26A THE SANDS COMPLEX GEORGE STREET BASSETERRE, ST. CHRISTOPHER (ST. KITTS) & NEVIS	56933	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 07/09/2014	\$0.00
2506	PAYLESS SHOESOURCE ST. KITTS LTD. GONSALVES HAMEL-SMITH SUITE 26A THE SANDS COMPLEX GEORGE STREET BASSETERRE, ST. CHRISTOPHER (ST. KITTS) & NEVIS	56935	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 07/09/2014	\$0.00
2507	PAYLESS SHOESOURCE ST. KITTS LTD. GONSALVES HAMEL-SMITH SUITE 26A THE SANDS COMPLEX GEORGE STREET BASSETERRE, ST. CHRISTOPHER (ST. KITTS) & NEVIS	56938	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 07/09/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2508	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56942; 56944	PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2509	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56948; 56952	PAYLESS NYC, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/04/2007	\$0.00
2510	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56954	COLLECTIVE LICENSING INTERNATIONAL, LLC	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 04/01/2007	\$0.00
2511	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56956	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/02/1997	\$0.00
2512	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56960	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 06/28/1993	\$0.00
2513	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56964	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT PAYLESS SHOESOURCE DISTRIBUTION, INC. SOURCING AGREEMENT DATED 02/03/2013	\$0.00
2514	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56968	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2515 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56971	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 05/02/1997	\$0.00
2516 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56937; 56945; 56975; 56978; 56981; 56987	EASTBOROUGH, INC.; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE, INC.; SHOE SOURCING, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	\$0.00
2517 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56947	COLLECTIVE LICENSING INTERNATIONAL, LLC	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/01/2010	\$0.00
2518 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56951	DYNAMIC ASSETS LIMITED	LICENSING AGREEMENT LICENSING AGREEMENT DATED 07/01/2002	\$0.00
2519 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56953; 56955	PAYLESS SHOESOURCE, INC.; SHOE SOURCING, INC.	LICENSING AGREEMENT LICENSING AND CONSENT AGREEMENT DATED 04/25/2000	\$0.00
2520 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56957	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 04/09/2002 PLUS AMENDMENTS	\$0.00
2521 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56961	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 08/15/2000	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2522	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56965	PAYLESS SHOESOURCE CANADA INC.	LICENSING AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 08/01/1997 PLUS AMENDMENTS	\$0.00
2523	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56969	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 02/01/2003	\$0.00
2524	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56972	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 07/01/1993	\$0.00
2525	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56973	EASTBOROUGH, INC.	LICENSING AGREEMENT TRADEMARK LICENSE AND ROYALTY AGREEMENT DATED 07/01/2000	\$0.00
2526	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56977	DYNAMIC ASSETS LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2527	PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56980	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2006	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2528 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56984; 56986; 56989; 56992; 56996; 56998; 57001; 57005; 57007; 57011; 57013	EASTBOROUGH, INC.; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; SHOE SOURCING, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2529 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57017	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003 PLUS AMENDMENTS	\$0.00
2530 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57021	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/07/2007	\$0.00
2531 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57025	PAYLESS SHOESOURCE MERCHANDISING, INC.	SERVICE CONTRACT MERCHANDISE SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2532 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57031	PAYLESS SHOESOURCE CANADA LP	TRADEMARK OR IP AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 02/28/2006 PLUS AMENDMENTS	\$0.00
2533 PAYLESS SHOESOURCE WORLDWIDE, INC. JAYHAWK TOWERS 700 SW JACKSON STREET SUITE 202 TOPEKA, KS 66603	42851	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2534	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57034	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 01/18/2012	\$0.00
2535	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57040	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 12/19/2011	\$0.00
2536	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57043	PAYLESS GOLD VALUE CO, INC.	INTERCOMPANY AGREEMENT GIFT CERTIFICATE COMMISSION AND SERVICE AGREEMENT DATED 06/29/2001	\$0.00
2537	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57045	PAYLESS FINANCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2000	\$0.00
2538	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57051	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2003	\$0.00
2539	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57053	EASTBOROUGH, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 03/03/1999	\$0.00
2540	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57058	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/02/1997	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2541	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57061	PAYLESS SHOESOURCE MERCHANDISING, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/05/1996	\$0.00
2542	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57064	PAYLESS INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 05/27/1998	\$0.00
2543	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57068	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 06/28/1993	\$0.00
2544	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57070	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/06/1997	\$0.00
2545	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57074	PAYLESS SHOESOURCE CANADA INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/06/1999	\$0.00
2546	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57077	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 07/26/1996	\$0.00
2547	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57081	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 10/14/1991	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2548 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57084	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 10/25/1991	\$0.00
2549 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57088	PAYLESS SHOESOURCE DISTRIBUTION, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003	\$0.00
2550 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57092	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/03/2002	\$0.00
2551 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57096; 57099	PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 02/03/2008 PLUS AMENDMENTS	\$0.00
2552 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57104	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 05/02/1997	\$0.00
2553 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57105	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	\$0.00
2554 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57109; 57112	PAYLESS SHOESOURCE WORLDWIDE, INC.; SHOE SOURCING, INC.	LICENSING AGREEMENT LICENSING AND CONSENT AGREEMENT DATED 04/25/2000	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2555 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57116	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 04/09/2002 PLUS AMENDMENTS	\$0.00
2556 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57117	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 08/15/2000	\$0.00
2557 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57121	PAYLESS GOLD VALUE CO, INC.	SERVICE CONTRACT GIFT CERTIFICATE COMMISSION AND SERVICE AGREEMENT DATED 06/29/2001	\$0.00
2558 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57125	PAYLESS PURCHASING SERVICES, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/02/2002	\$0.00
2559 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57126	DYNAMIC ASSETS LIMITED	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 10/15/1999	\$0.00
2560 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57130	EASTBOROUGH, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/01/2000	\$0.00
2561 PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57140	SHOE SOURCING, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 04/25/2000	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2562	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57143	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 07/26/1996	\$0.00
2563	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57148	PAYLESS NYC, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 09/29/1997	\$0.00
2564	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42852	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2565	PAYLESS SHOESOURCE, INC. 3231 SE SIXTH AVE. TOPEKA, KS 66607	67922	PAYLESS INC.	GUARANTEE AGREEMENT RE: WORKER'S COMPENSATION LAW OF OHIO DATED 3/4/2016	\$0.00
2566	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57153	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT INTERCOMPANY SERVICES AGREEMENT DATED 08/15/2000	\$0.00
2567	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57157	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT REIMBURSEMENT OF EXPENSES AGREEMENT DATED 02/02/2003	\$0.00
2568	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57161	PAYLESS SHOESOURCE, INC.	INTERCOMPANY AGREEMENT REIMBURSEMENT OF EXPENSES AGREEMENT DATED 08/04/2000	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2569	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57164	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 02/02/2003 PLUS AMENDMENTS	\$0.00
2570	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57169	PAYLESS SHOESOURCE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 08/15/2000	\$0.00
2571	PAYLESS SHOESOURCE, LIMITADA EDIFICIO LOS BALCONES 4TO PISO PLAZA ROBLE SAN JOSE, COSTA RICA	57171; 57174	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSING AND TECHNOLOGY TRANSFER AGREEMENT DATED 08/15/2000	\$0.00
2572	PAYLESS SHOESOURCE, S.A. DE C.V. PASEO DE LOS TAMARINDOS 60 D.F. BOSQUES DE LAS LOMAS, 05120 MEXICO	42882	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2573	PAYLESS SOURCING, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42859	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2574	PAYLESS SRL CENTRAL VILLA ELISA INDIO GUARANI C/29 DE SETIEMBRE CASA #9187 DEPTO. 89 FERNANDO DE LA MORA, PARAGUAY	57180	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 06/10/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2575 PAYLESS SRL CENTRAL VILLA ELISA INDIO GUARANI C/29 DE SETIEMBRE CASA #9187 DEPTO. 89 FERNANDO DE LA MORA, PARAGUAY	57184	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 06/10/2015	\$0.00
2576 PAYLESS SRL CENTRAL VILLA ELISA INDIO GUARANI C/29 DE SETIEMBRE CASA #9187 DEPTO. 89 FERNANDO DE LA MORA, PARAGUAY	57186	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 06/10/2015	\$0.00
2577 PAYPAL, INC. EBAY PARK NORTH 2211 NORTH FIRST STREET SAN JOSE, CA 95131	49252	PAYLESS SHOESOURCE WORLDWIDE, INC.	MERCHANT AGREEMENT DATED 12/3/2013	\$0.00
2578 PCDF PORTFOLIO LLC C/O PROPERTY COMMERCE MANAGEMENT COMPANY 8555 WESTHEIMER ROAD SUITE 100 HOUSTON, TX 77063	S# 497	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #497) BAYBROOK SHOPPING CENTER 1805 WEST BAY AREA BLVD WEBSTER, TX	\$7,245.56
2579 PCM SHERIDAN INC. C/O BENTALL RETAIL SERVICES LP 65 PORT STREET EAST UNIT 110 MISSISSAUGA, ON L5G 4V3 CANADA	S# 6923	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6923) THE SHERIDAN CENTRE 2225 ERIN MILLS PARKWAY MISSISSAUGA, ON	\$0.00
2580 PCW PROPERTIES LLC 888 SOUTH DISNEYLAND DRIVE SUITE 101 C/O MILAN CAPITAL MANAGEMENT ANAHEIM, CA 92802	S# 4403	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4403) EMPIRE CENTER 17064 SLOVER AVE STE C104 FONTANA, CA	\$6,528.97

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2581	PEDRO CASTILLO PINEDA ASOCIADOS PO BOX 48362 CALLE 93A NO 14-17 OFFICE 311 BOGOTA, COLOMBIA	59270	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
2582	PEDS LEGWEAR USA, INC., 9451 NEWVILLE AVE. HIDLERBRAN, NC 28637	57190	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/29/2015	\$0.00
2583	PEEK & CLOPPENBURG KG BERLINER ALLEE 2 40212 DUSSELDORF, GERMANY	57194	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT COEXISTENCE AGREEMENT DATED 08/19/2013	\$0.00
2584	PEGGY M COLE & PEGGY A COLE 1190 STATE HWY. 75N HUNTSVILLE, TX 77320-1084	S# 3461	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3461) 3012 11TH ST HUNTSVILLE, TX	\$4,022.66
2585	PENSIONFUND REALTY LIMITED 363 BROADWAY SUITE 1400 C/O MORGUARD INVESTMENTS LIMITED ATTN: G WINNIPEG, MB RC3 3N9 CANADA	S# 5952	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5952) CROSSROADS STATION SHOPPING CENTRE 1574A REGENT AVENUE WEST WINNIPEG, MB	\$1,129.51
2586	PENSIONFUND REALTY LIMITED C/O MORGUARD INVESTMENTS LIMITED 55 CITY CENTRE DRIVE SUITE 800 MISSISSAGUA, ON L5B 1M3 CANADA	S# 5974	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5974) COQUITLAM CENTRE 2929 BARNET HIGHWAY COQUITLAM, BC	\$3,277.21
2587	PEOPLE IN NEED, INC. 138 JOHNSON DRIVE PO BOX 962 DELAWARE, OH 43015	57204	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/11/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2588	PEOPLE TO PEOPLE MINISTRIES, INC. 454 E. BOWMAN WOOSTER, OH 44691	57207	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/14/2014	\$0.00
2589	PEPPERIDGE FARM PO BOX 9193 PO#CN10012701 CANTON, MA 02021	57220	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/22/2016	\$0.00
2590	PERDIC, CAROL ADDRESS ON FILE	58970	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2591	PERDIC, CAROL ADDRESS ON FILE	58908	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2592	PERFORMANCE ASSESSMENT NETWORK 11590 N MERIDIAN STREET SUITE #200 CARMEL, IN 46032	51614	PAYLESS SHOESOURCE WORLDWIDE, INC.	ASSESSMENT SERVICES AGREEMENT DATED 10/13/2008	\$3,374.00
2593	PERFORMANCE TEAM FREIGHT SYSTEMS, INC 2240 E. MAPLE AVENUE EL SEGUNDO, CA 90245	57225	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT MASTER SERVICE AGREEMENT DATED 09/30/2016	\$2,303,039.54
2594	PERFORMANCE TEAM LLC 2240 E. MAPLE AVE. EL SEGUNDO, CA 90245	57230	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMEND AND RESTATED LETTER OF INTENT DATED 05/26/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2595	PERFORMANCE TEAM/ GALE/ TRIANGLE, IND.- ATTN. CEO 11204 NORWALK BLVD SANTA FE SPRINGS, CA 90670	57236	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 09/21/2015	\$0.00
2596	PERFORMANCE TEAM/GALE? TRIANGLE, INC 11204 NORWALK BLVD SANTA FE SPRINGS, CA 90670	57243	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 09/21/2015	\$0.00
2597	PERRAS, ANNETTE ADDRESS ON FILE	59090	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2598	PERRY, VICTORIA ADDRESS ON FILE	58709	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2599	PERU GKD PARTNERS LLC 257 E. MAIN STREET SUITE 200 C/O GK DEVELOPMENT INC BARRINGTON, IL 60010	S# 2130	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2130) PERU MALL 26 PERU MALL PERU, IL	\$5,297.54
2600	PF RAYMOND PO BOX 3452 TOMS RIVER, NJ 08755	49216	PAYLESS SHOESOURCE WORLDWIDE, INC.	FULL SERVICE AGREEMENT DATED 7/1/2016	\$0.00
2601	PF RAYMOND PO BOX 3452 TOMS RIVER, NJ 08755	49214	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER MONITORING AGREEMENT DATED 7/1/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2602 PFF MAIN STREET CHICAGO LLC 4100 E MISSISSIPPI AVENUE SUITE 700 DENVER, CO 80246	S# 5630	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5630) MAINSTREET SQUARE 2936 FINLEY RD DOWNERS GROVE, IL	\$3,451.77
2603 PHI DELTA SORORITY 1238 LINCOLN WAY VAN WERT, OH 45891	57256	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/18/2013	\$0.00
2604 PHILLIPS EDISON & COMPANY LTD ATTN: LEGAL DEPARTMENT 11501 NORTHLAKE DRIVE CINCINNATI, OH 45249	S# 400	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #400) 51520 GRATIOT AVE CHESTERFIELD, MI	\$20,686.08
2605 PHOTOGENIC (NORFOLK) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57264	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2606 PHOTOGENIC INC. (BALTIMORE) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57269	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2607 PHOTOGENIC INC. (BOSTON) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57273	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2608 PHOTOGENIC INC. (CHICAGO) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57276	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2609	PHOTOGENIC INC. (NEW YORK) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57278	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2610	PHOTOGENIC INC. (WASHINGTON DC) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57284	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2611	PHOTOGENIC 230 E. OHIO ST. STE., 600 CHICAGO, IL 60611	57260	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/13/2015	\$0.00
2612	PHOTOGENIC, INC. (PHIALELPHIA) 230 E. OHIO ST. STE. 600 CHICAGO, IL 60611	57289	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/23/2015	\$0.00
2613	PICHETTE, ANNICK ADDRESS ON FILE	58888	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2614	PILLAGA, ANITA PATRICIA P. ADDRESS ON FILE	58801	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2615	PINE CREEK OWNER LLC C/O PINE TREE COMMERCIAL REALTY LLC ATTN: PROPERTY MANAGEMENT NORTHBROOK, IL 60062	S# 3094	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3094) PINE CREEK SC 742 FREEMAN LN GRASS VALLEY, CA	\$6,633.82

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2616	PITNEY BOWES, INC 3001 SUMMER STREET STAMFORD, CT 06926	57296	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PB STUFFER CONTRACT DATED 02/06/2006	\$8,078.01
2617	PITT OHIO GROUND, LLC 1527 STREET PITTSBURG, PA 15222	56939	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 11/01/2015	\$15,848.29
2618	PITTALUGA & ASSOCIATES ECHEVARRIARZA 3535 SUITE 1601 TORRES DEL PUERTO BLDG. MONTEVIDEO, 11300 URUGUAY	59271	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
2619	PK 1 CHEYENNE COMMONS LLC 3333 NEW HYDE PARK ROAD C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 4187	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4187) CHEYENNE COMMONS 3065 N RAINBOW BLVD STE F-1 LAS VEGAS, NV	\$5,968.66
2620	PK 1 SUNSET ESPLANADE LLC C/O RED DEVELOPMENT LLC ONE EAST WASHINGTON STREET SUITE 300 PHOENIX, AZ 85004	S# 6527	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6527) SUNSET ESPLANADE 2231 SE TAULATIN VALLEY HWY HILLSBORO, OR	\$7,479.70
2621	PLACE D'ORLEANS HOLDING INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX C/O PRIMARIS MANAGEMENT INC TORONTO, ON M5C 2V9 CANADA	S# 5865	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5865) PLACE D'ORLEANS 110 PLACE D'ORLEANS DR ORLEANS, ON	\$2,727.29
2622	PLACE IQ INC. 5 BRYANT PARK 18TH FLOOR ATTN: MATTHEW NOVICK, CFO NEW YORK, NY 10010	56941	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 05/09/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2623	PLACE LAURIER HOLDINGS INC 1001 SQUARE VICTORIA BUREAU C-500 C/O IVANHOE CAMBRIDGE INC; CENTRE CDP CA MONTREAL, QC H2Z 2B5 CANADA	S# 6905	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6905) PLACE LAURIER 2700 BLVD LAURIER QUEBEC, QC	\$2,589.73
2624	PLACE VERSAILLES INC. 7275 SHERBROOKE STREET EAST SUITE 300 MONTREAL, QC H1N 1E9 CANADA	S# 5903	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5903) PLACE VERSAILLES 7275 RUE SHERBROOKE EST MONTREAL, QC	\$1,499.67
2625	PLACE VERTU HOLDINGS INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST; SUITE 300 TORONTO, ON M5C 2W5 CANADA	S# 5900	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5900) PLACE VERTU 3131 COTE VERTU SAINT-LAURENT, QC	\$3,026.97
2626	PLANET SOX, LLC 100 W. 33RD ST STE. 1105 NEW YORK, NY 10001	56946	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/08/2006	\$0.00
2627	PLATTE RIVER MALL C/O DP MANAGEMENT LLC 1000 SOUTH DEWEY NORTH PLATTE, NE 69101	S# 2107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2107) PLATTE RIVER MALL 1100 S DEWEY ST NORTH PLATTE, NE	\$1,166.67
2628	PLAZA AT JORDAN LANDING LLC C/O FOURSQUARE PROPERTIES INC - ATTN: JE 5850 AVENIDA ENCINAS SUITE A CARLSBAD, CA 92008	S# 1494	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1494) JORDAN LANDING 7104 SOUTH PLAZA CENTER DR WEST JORDAN, UT	\$24,472.50
2629	PLAZA AT NORTHWOOD LLC C/O WP GLIMCHER INC; ATTN: GENERAL COUNS 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 3700	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3700) NORTHWOOD PLAZA 6103 STELLHORN RD FORT WAYNE, IN	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2630	PLAZA DEL OBISPO LLC PO BOX 1299 LAKE FOREST, CA 92609-1299	S# 5099	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5099) PLAZA DEL OBISPO 31882 DEL OBISPO STREET SAN JUAN CAPISTRANO, CA	\$3,383.00
2631	PLAZACORP PROPERTY HOLDINGS INC NASHWAAKSIS PLAZA 98 MAIN STREET FREDERICTON, NB E3A 9N6 CANADA	S# 6948	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6948) GRANITE DRIVE PLAZA 52 SILVER FOX AVE NEW MINAS, NS	\$980.51
2632	PLAZACORP PROPERTY HOLDINGS INC NASHWAAKSIS PLAZA 98 MAIN STREET FREDERICTON, NB E3A 9N6 CANADA	S# 6966	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6966) BEDFORD COMMONS 105 DAMASCUS ROAD BEDFORD, NS	\$1,127.74
2633	PLAZACORP PROPERTY HOLDINGS INC. NASHWAAKSIS PLAZA 98 MAIN STREET FREDERICTON, NB E3A 9N6 CANADA	S# 6933	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6933) MIRAMICHI POWER CENTRE 100 DOUGLASTOWN BOULEVARD MIRAMICHI, NB	\$671.53
2634	PLAZACORP PROPERTY HOLDINGS INC. NASHWAAKSIS PLAZA 98 MAIN STREET FREDERICTON, NB E3A 9N6 CANADA	S# 7174	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7174) ST ANNES PLAZA 930 ST ANNE ST BATHURST, NB	\$576.62
2635	PLUMBING HEATING AND AIR PO BOX 519 LEWISBURG, OH 45338	56950	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 04/28/2016 PLUS AMENDMENTS	\$0.00
2636	PLYMOUTH CENTRE PROPERTY LLC 6190 COCHRAN ROAD SUITE A C/O CARNEGIE COMPANIES INC SOLON, OH 44139	S# 995	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #995) 2251 N OAK DR PLYMOUTH, IN	\$2,191.67

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2637	PMJ MANAGEMENT INC 1940 RALSTON AVENUE RICHMOND, CA 94805	S# 5530	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5530) 5900 SOUTH ORANGE BLOSSOM TRAIL ORLANDO, FL	\$4,215.62
2638	POCKETT, ANDY ADDRESS ON FILE	58980	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2639	POINT RECOGNITION LTD 1015 INDUSTRIAL PARKWAY BRUNSWICK, OH 44212	56958	PAYLESS SHOESOURCE DISTRIBUTION, INC.	VENDOR AGREEMENT MASTER SERVICE AGREEMENT DATED 01/01/2016	\$0.00
2640	POLSTERER, MONIKA ADDRESS ON FILE	58715	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2641	POMEROY IT SOLUTIONS SALES COMPANY, INC. 1020 PETERSBURG ROAD HEBRON, KY 41048	56962	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/01/2014 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$23,218.37
2642	PONTIAC MALL LP 31500 NORTHWESTERN HIGHWAY SUITE 100 C/O GERSHENSON REALTY & INVESTMENT LLC W FARMINGTON HILLS, MI 48334	S# 5796	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5796) WHITE LAKE MARKETPLACE 9066 HIGHLAND RD WHITE LAKE, MI	\$4,158.13
2643	POOPALASINGAM, PHUSPAMALAR ADDRESS ON FILE	58637	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2644	POPLAR AVALON LLC C/O LURIE & ASSOCIATES LLC 2650 THOUSAND OAKS BLVD SUITE 2350 MEMPHIS, TN 38118	S# 2437	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2437) CENTER CITY SHPG CNTR 152 N AVALON ST MEMPHIS, TN	\$437.77
2645	PORT ANGELES PLAZA ASSOC. 650 SOUTH ORCAS STREET SUITE 210 C/O EILAT MANAGEMENT COMPANY SEATTLE, WA 98108	S# 3230	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3230) 1908 E 1ST ST PORT ANGELES, WA	\$4,029.23
2646	PORTAGE PLACE CENTRE INC 232B - 393 PORTAGE AVENUE ATTN: VP SHOPPING CENTRES WINNIPEG, MB R3B 3H6 CANADA	S# 5938	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5938) PORTAGE PLACE 393 PORTAGE AVE WINNIPEG, MB	\$1,798.75
2647	PORTER NOVELLI, INC ATTN: KELLY MENNE 7 WORLD TRADE CENTER 250 GREENWICH STREET NEW YORK, NY 10007	56976	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 04/15/2016 PLUS STATEMENTS OF WORK	\$0.00
2648	PORTER, DUSTIN ADDRESS ON FILE	59097	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2649	PORTER, DUSTIN ADDRESS ON FILE	59051	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2650	PORTSMOUTH, SHARLENE ADDRESS ON FILE	58776	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2651	POSNER PARK RETAIL LLP 3280 PEACHTREE ROAD SUITE 1400 ATTN: MR. LARRY PANTLIN ATLANTA, GA 30305	S# 1921	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1921) POSNER COMMONS 1500 POSNER BLVD DAVENPORT, FL	\$8,768.30
2652	POST, KEN L. ADDRESS ON FILE	59028	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2653	POTYOMKINA, SVETLANA ADDRESS ON FILE	58891	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2654	POWERREVIEWS, INC. 180 N. LASALLE 5TH FLOOR ATTN: LEGAL CHICAGO, IL 60601	56988	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER AGREEMENT DATED 06/15/2016	\$0.00
2655	POWERREVIEWS, INC. 180 NORTH LASALLE 5TH FLOOR ATTN: GENERAL COUNSEL CHICAGO, IL 60601	56982	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/06/2016	\$0.00
2656	PR SPRINGFIELD TOWN CENTER LLC C/O PREIT SERVICES LLC 200 SOUTH BROAD STREET 3RD FLOOR PHILADELPHIA, PA 19102	S# 2044	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2044) SPRINGFIELD MALL 6829 SPRINGFIELD MALL SPRINGFIELD, VA	\$13,698.31
2657	PRAIRIE FIRE (OKOTOKS) LIMITED PARTNERSHIP 12420-102 AVENUE NW EDMONTON, AB T5N 0M1 CANADA	S# 4734	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4734) CORNERSTONE OKOTOKF 301 CORNERSTONE 201 SOUTHRIDGE DRIVE OKOTOKS, AB	\$851.32

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2658	PREMIER PERSONNEL, INC 2813 S.W. WANNAMAKER RD TOPEKA, KS 66614	57004	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 04/24/2014	\$0.00
2659	PRICEWATERHOUSE COOPERS LLP 1100 WALNUT STREET SUIE 1300 KANSAS CITY, MO 64106	57008	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CLIENT CONSENT AND RELEASE DATED 06/09/2016	\$0.00
2660	PRICEWATERHOUSE COOPERS LLP 1100 WALNUT STREET SUIE 1300 KANSAS CITY, MO 64106	57012	PAYLESS INC.	THIRD PARTY PROVIDER (BENEFITS, PAYROLL, FREIGHT) CONNECT CLIENT ACCESS FORM DATED 06/15/2016	\$0.00
2661	PRICEWATERHOUSECOOPERS HONG KONG 22ND FLOOR PRINCE'S BUILDING CENTRAL HONG KONG, CHINA	39628	COLLECTIVE BRANDS LOGISTICS, LIMITED	FY2016 AUDIT	\$0.00
2662	PRICEWATERHOUSECOOPERS LLP 1100 WALNUT SUITE 1300 KANSAS CITY, MO 64106	57015	PAYLESS INC.	EMPLOYEE BENEFIT PLANS LETTER AGREEMENT DATED 06/26/2015	\$0.00
2663	PRICEWATERHOUSECOOPERS LLP THREE EMBARCADERO CENTER SUITE 2000 SAN FRANCISCO, CA 94111	49248	PAYLESS SHOESOURCE WORLDWIDE, INC.	TAX SERVICES DATED 1/26/2017	\$0.00
2664	PRICEWATERHOUSECOOPERS TAIWAN 27F, 333 KEELUNG RD., SEC. 1 TAIPEI, TAIWAN	39627	COLLECTIVE BRANDS LOGISTICS, LIMITED	AUDIT PACKAGE AND CORPORATE INCOME TAX RETURNS DATED 11/18/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2665 PRICEWATERHOUSECOOPERS, LLP. 1100 WALNUT, SUITE 1300, KANSAS CITY,, MO 64106	57019	PAYLESS INC.	SERVICE CONTRACT ENGAGEMENT LETTER DATED 12/14/2016	\$0.00
2666 PRII ROLLING OAKS COMMONS FLA LLC C/O SEC CENTERS 7284 W PALMETTO PARK ROAD SUITE 210-S BOCA RATON, FL 33433	S# 2120	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2120) ROLLING OAKS COMMONS 3211 ROLLING OAKS BOULEVARD KISSIMMEE, FL	\$14,120.57
2667 PRIME CLERK LLC 830 THIRD AVE, 9TH FL NEW YORK, NY 10022	59203	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER DATED 03/15/2017	\$0.00
2668 PROFFITT, ADAM ADDRESS ON FILE	58778	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2669 PROVEN BEST INTERNATIONAL LTD. P.O.BOX 957, OFFSHORE INCORPORATIONS CENTER, ROAD TOWN TORTOLA, BRITISH VIRGIN ISLANDS	57036	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 01/01/2011	\$0.00
2670 PROVIDENCE PRODUCTS LLC ATTN: JAMIE DINEEN 559 GRIFFITH ROAD CHARLOTTE, NC 28217	57041	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 07/15/2010	\$0.00
2671 PRR TRUST & MONTEZ CORE INCOME FUND IV LP KILDONAN PLACE LTD C/O PRIMARIS MGMT INC 1 ADELAIDE STREET EAST SUITE 900; PO BOX TORONTO, ON M5C 2V9 CANADA	S# 5953	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5953) KILDONAN PLACE 1555 REGENT AVE WEST WINNIPEG, MB	\$1,986.58

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2672 PRR TRUST/PETER POND PORTFOLIO INC C/O PRIMARIS MANAGEMENT INC ATTN: VP LEG 1 ADELAIDE STREET EAST SUITE 900 PO BOX TORONTO, ON M5C 2V9 CANADA	S# 6930	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6930) PETER POND MALL 9713 HARDIN STREET FORT MCMURRAY, AB	\$3,845.29
2673 PRUDENTIAL REALTY COMPANY 3700 SOUTH WATER STREET SUITE 100 PITTSBURGH, PA 15203	S# 6382	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6382) DORMONT VILLAGE SHOPPING CENTER 2961 W LIBERTY AVENUE PITTSBURGH, PA	\$2,472.00
2674 PRYOR, BRUCE ADDRESS ON FILE	58636	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2675 PSS CANADA, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57055	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2676 PSS CANADA, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42853	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2677 PSS DELAWARE COMPANY 4, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42854	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2678 PSS HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42883	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2679	PSS INTERNATIONAL HOLDINGS, LIMITED P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	57060	PAYLESS SHOESOURCE, INC.	LEASE: BUILDING AND LAND LEASE DATED 09/01/2008	\$0.00
2680	PSS INTERNATIONAL HOLDINGS, LIMITED P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42884	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2681	PSS INVESTMENT I, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57063	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
2682	PSS INVESTMENT I, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57067	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 07/26/1996	\$0.00
2683	PSS INVESTMENT I, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	42885	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2684	PSS INVESTMENT III, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57072	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2685	PSS INVESTMENT III, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57076	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 04/14/1998	\$0.00
2686	PSS INVESTMENT III, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	42886	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2687	PSS LATIN AMERICA HOLDINGS P.O. BOX 309GT UGLAND HOUSE SOUTH CHURCH STREET GEORGE TOWN GRAND CAYMAN, CAYMAN ISLANDS	42887	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2688	PSS URUGUAY SRL DE HERRERA AVDA. DR. LUIS ALBE MONTEVIDEO, URUGUAY	57080	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 04/27/2015	\$0.00
2689	PSS URUGUAY SRL DE HERRERA AVDA. DR. LUIS ALBE MONTEVIDEO, URUGUAY	57085	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT FOOTWEAR BUSINESS SYSTEM AND SERVICE MARK LICENSE AGREEMENT DATED 04/27/2015	\$0.00
2690	PSS URUGUAY SRL DE HERRERA AVDA. DR. LUIS ALBE MONTEVIDEO, URUGUAY	57089	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 06/10/2015	\$0.00
2691	PSS-NNN LLC 4612 142ND PL SE C/O BLACKFROG OFFICE MANAGEMENT SYSTEMS BELLEVUE, WA 98006	S# 5260	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5260) 3625 E GRAND RIVER AVE HOWELL, MI	\$5,433.90

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2692 PT COLLECTIVE BRANDS INDONESIA ERNST & YOUNG INDONESIA STOCK EXCHANGE BUILDING TOWER 1 14TH FLOOR JL. JEND. SUDIRMAN KAV. 52-53 JAKARTA, INDONESIA	42860	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
2693 PT. RAY CHAIN SHOES INDONESIA 4589 YANQUAN ROAD, QUIGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	57093	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/12/2011	\$0.00
2694 PUBLIX SUPER MARKET INC ATTN: REAL ESTATE DEPARTMENT PO BOX 407 LAKELAND, FL 33802-0407	S# 1212	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1212) NEW SMYRNA BEACH REGIONAL S/C 1996 HWY 44 NEW SMYRNA BEACH, FL	\$4,455.12
2695 PUMA AG RUDOLF DASSLER SPORT WUERZBURGER STRASSE13 HERZOGENAURACH, GERMANY	57097; 57100; 57103	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 04/30/2008	\$0.00
2696 PUMA NORTH AMERICA, INC 5 LYBERTY WAY WESTFORD, MA 01886	57106; 57110; 57114	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 04/30/2008	\$0.00
2697 PUTIAN CHENGJIN FOOTWEAR CO., LTD. 50, NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	57128; 57131	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
2698 PUTIAN CHENGJIN FOOTWEAR CO., LTD. 50, NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	57141; 57145; 57150	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2699	PUTIAN CHENGJIN FOOTWEAR CO., LTD. WUJIANG VILLAGE XITIANWEI TOWN LICHENG DISTRICT LICHENG ECONOMIC DEVELOPMENT ZONE PUTIAN FUJIAN, CHINA	57152; 57156	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2700	PUTIAN CHENGJIN FOOTWEAR CO., LTD. WUJIANG VILLAGE, XITIANWEI TOWN, LICHENG DISTRICT, LICHENG ECONOMIC DEVELOPMENT ZONE, PUTIAN, FUJIAN, CHINA	57136	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2701	PUTIAN CITY NEW YONGFENG2 FOOTWEAR CO., LTD. YAOTAI HUANGSHI INDUSTRIAL DISTRICT PUTIAN FUJIAN, CHINA	57167; 57170	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2702	PUTIAN CITY NEW YONGFENG2 FOOTWEAR CO., LTD. YAOTAI HUANGSHI INDUSTRIAL DISTRICT PUTIAN FUJIAN, CHINA	57160; 57163	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2703	PUTIAN HARVEST SHOES LEATHER CO., LTD. 50, NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	57181; 57185	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
2704	PUTIAN HARVEST SHOES LEATHER CO., LTD. 50, NANBEI ROAD THAIPAO CITY CHIAYI COUNTY, TAIWAN	57187; 57191; 57193	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2705	PUTIAN HARVEST SHOES LEATHER CO., LTD. XIALIN VILLAGE CHENGXIANG DISTRICT PUTIAN CITY FUJIAN, CHINA	57176; 57178	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2706	PUTIAN HILAND FOOTWEAR CO., LTD. HUSHI INDUSTRIAL ZONE XIUYU DISTRICT, PUTIAN FUJIAN, CHINA	57196; 57200	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
2707	PUTIAN HILAND FOOTWEAR CO., LTD. HUSHI INDUSTRIAL ZONE XIUYU DISTRICT, PUTIAN FUJIAN, CHINA	57206; 57209; 57213	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2708	PUTIAN HILAND FOOTWEAR CO., LTD. HUSHI INDUSTRIAL ZONE XIUYU DISTRICT, PUTIAN, CHINA	57224; 57227	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2709	PUTIAN HILAND FOOTWEAR CO., LTD. HUSHI INDUSTRIAL ZONE ZIUYU DISTRICT, PUTIAN FUJIAN, CHINA	57218	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2710	PUTIAN HILAND FOOTWEAR, CO., LTD. HUSHI INDUSTRIAL ZONE XIUYU DISTRICT, PUTIAN FUJIAN, CHINA	57231; 57234	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2711	PUTIAN INTERNATIONAL ECONOMIC COOPERATION CO. LTD. NO. 433, NORTH XUCYUAN ROAD PUTIAN CITY FUJIAN, CHINA	57238; 57241	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2712 PUTIAN INTERNATIONAL ECONOMIC COOPERATION CO. LTD. NO. 433, NORTH XUCYUAN ROAD PUTIAN CITY FUJIAN, CHINA	57245	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2713 PUTIAN INTERNATIONAL ECONOMIC COOPERATION CO., LTD. CAIZHAI DEVELOPING DISTRICT CHENGXIANG FUJIAN PUTIAN, CHINA	57248; 57250	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2714 PUTIAN NEWSUN FOOTWEAR & CLOTHIG CO., LTD. LIYUAN INDUSTRIAL AREA LIHAN ROAD LICHENG BOROUGH PUTIAN CITY FUJIAN, CHINA	57255	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/12/2016	\$0.00
2715 PUTIAN NEWSUN FOOTWEAR & CLOTHING CO., LTD. LIYUAN INDUSTRIAL AREA LIHAN ROAD LINCHENG BOROUGH PUTIAN CITY FUJIAN, CHINA	57259; 57261; 57266	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/12/2016	\$0.00
2716 PUTIAN NEWSUN FOOTWEAR & CLOTHING CO., LTD. LIYUAN INDUSTRIAL AREA LIHAN ROAD, LICHENG BOROUGH PUTIAN CITY, FUJIAN, CHINA	57271; 57274	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 09/12/2016	\$0.00
2717 PUTIAN NEWSUN FOOTWEAR & CLOTHING CO., LTD. LIYUAN INDUSTRIAL AREA LIHAN ROAD, LICHENG BOROUGH PUTIAN CITY, FUJIAN, CHINA	57279; 57282; 57287	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/12/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2718	PUTIAN NEWSUN FOOTWEAR & CLOTHING CO., LTD., LIYUAN INDUSTRIAL AREA, LIHAN ROAD, LICHENG BOROUGH, PUTIAN CITY FUJIAN, CHINA	57290	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT	\$0.00
2719	PUTIAN XINFEITIAN FOOTWEAR CO., LTD JIN LAN STREET JIANGKOU PUTIAN FUJIAN, CHINA	57293; 57297; 57300	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/09/2017	\$0.00
2720	PUTIAN XINFEITIAN FOOTWEAR CO., LTD. JIN LAN STREET JIANGKOU PUTIAN FUJIAN, CHINA	56979; 56983; 56985; 57332; 57335	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/13/2016	\$0.00
2721	PUTIAN XINFEITIAN FOOTWEAR CO., LTD. JIN LAN STREET JIANGKOU PUTIAN FUJIAN, CHINA	57313; 57316	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/09/2017	\$0.00
2722	PUTIAN XINFEITIAN FOOTWEAR CO., LTD. NO. 496, 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN CITY, FUJIAN, CHINA	57305; 57308	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 05/13/2016	\$0.00
2723	PUTIAN XINFEITIAN FOOTWEAR CO., LTD. NO. 496, 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN, FUJIAN, CHINA	57318; 57323; 57329	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/13/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2724	PUTIAN XINLONG FOOTWAER CO., LTD. SHUINAN VILLAGE HUANGSHI TOWN LICHENG DISTRICT PUTIAN CITY FUJIAN, CHINA	56991; 56994	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2725	PUTIAN XINLONG FOOTWEAR CO., LTD. SHUINAN VILLAGE HUANGSHI TOWN LICHENG DISTRICT PUTIAN CITY FUJIAN, CHINA	57006; 57010; 57014	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2726	PUTIAN XINLONG FOOTWEAR CO., LTD. SHUINAN VILLAGE HUANGSHI TOWN LICHENG DISTRICT PUTIAN CITY FUJIAN, CHINA	57018; 57022	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2727	PUTIAN XINLONG FOOTWEAR CO., LTD. SHUINAN VILLAGE, HUANGSHI TOWN LICHENG DISTRICT, PUTIAN CITY FUJIAN, CHINA	56997; 57002	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT DIRECT PRODUCT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2728	QIANG HAI SHOES CO., LTD SHI CHANG ROAD GUAN SHUI CITY HU BEI PROVINCE CHINA	57027; 57030	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2729	QIANG HAI SHOES CO., LTD. SHI CHANG RAOD GUAN SHUI CITY HU BEI PROVINCE, CHINA	57035; 57039	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2730	QIANG HAI SHOES CO., LTD., SHI CHANG ROAD GUAN SHUI CITY HU BEI PROVINCE, CHINA	57044	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2731	QIANG HAIT SHOES CO., LTD SHI CHANG ROAD GUAN SHUI CITY HU BEI PROVINCE CHINA	57048; 57049	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2732	QIANGFENG (FOGUANG) SHOES CO., LTD. DA PU INDUSTRY ZONE TANGTANG TOWN FOQUAN QINYUAN GUANGDON, CHINA	57054; 57057	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2733	QIANGFENG SHOES CO., LTD DA PU INDUSTRY ZONE, TANGTANG TOWN, FOGUAN, QINYUAN GUANDGDON, P.R., CHINA	57062	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
2734	QIANGFENG(FOGAUANG) SHOES CO., LTD. DA PU INDUSTRY ZONG TANGTANG TOWN FOGUAN QINYUAN GUANGDON, CHINA	57066	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2735	QIANGFENG(FOGUANG) SHOES CO., LTD. DA PU INDUSTRY ZONG TANGTANG TOWN FOGUAN QINYUAN GUANGDON, CHINA	57071; 57075; 57079; 57082	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2736 QIDONG BLOOMBERG SHOES CO., LTD 6F.-4, NO.255, SEC. 2, ZHONGSHAN RD. ZHONGHE DIST. NEW TAIPEI CITY, TAIWAN	57098; 57101	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2737 QIDONG BLOOMBERG SHOES CO., LTD 6F.-4, NO.255, SEC. 2, ZHONGSHAN RD. ZHONGHE DIST., NEW TAIPEI CITY, TAIWAN	57087; 57091; 57094	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2738 QIDONG BLOOMBERG SHOES CO., LTD. XINJIAN EAST RD HEZUO TOWN QIDONG CITY JIANGSU, CHINA	57107; 57111; 57115; 57120	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2739 QIDONG BLOOMBERG SHOES CO., LTD. XINJIAN EAST RD. HEZOU TOWN QIDONG CITY JIANGSU, CHINA	57122; 57127	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2740 QINGDAO DOUBLESTAR GROUP LUSHONG SHOE CO. LTD. XIN LI TOWN, YIYUAN COUNTY SHANGDONG, CHINA	57133	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2741 QINGDAO DOUBLESTAR GROUP LUZHONG SHOE CO., LTD XIN LI TOWN YIYUAN COUNTY SHANGDONG, CHINA	57138; 57139	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2742 QINGDAO DOUBLESTAR GROUP LUZHONG SHOE CO., LTD. XIN LI TOWN YIYUAN COUNTY SHANGDONG, CHINA	57151; 57155	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2743 QINGDAO DOUBLESTAR GROUP LUZHONG SHOE CO., LTD. XIN LI TOWN YIYUAN COUNTY SHANGDONG, CHINA	57144; 57147	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2744 QINGDAO DOUBLESTAR HAIJIAN FOOTWEAR CO., LTD. DA XIN CUN TOWN JI MO CITY QINGDAO SHAN DONG, CHINA	57159	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2745 QINGDAO DOUBLESTAR HAIJIANG FOOTWEAR CO., LTD. DA XIN CUN TOWN JI MO CITY QINGDAO SHAN DONG, CHINA	57192; 57195	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2746 QINGDAO DOUBLESTAR HAIJIANG FOOTWEAR CO., LTD. DA XIN CUN TOWN JI MO CITY QINGDAO SHAN DONG, CHINA	57165; 57168; 57173; 57175; 57179; 57183; 57188	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2747 QINGDAO DOUBLESTAR HAN HAI FOOTWEAR CO., LTD. XING YU VILLAGE GAO ZHUANG TOWN YISHUI COUNTY SHAN DONG, CHINA	57202; 57203	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
2748 QINGDAO DOUBLESTAR HAN HAI FOOTWEAR CO., LTD. XING YU VILLAGE GAO ZHUANG TOWN YISHUI COUNTY SHAN DONG, CHINA	57208; 57212; 57217	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2749	QINGDAO DOUBLESTAR HAN HAI FOOTWEAR CO., XING YU VIALAGE GAO ZHAUNG TOWN YISHUI COUNTY SHAN DONG SHAN DONG, CHINA	57199	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2750	QINGDAO DOUBLESTAR HAN HAIR FOOTWEAR CO., LTD. XING YU VILLAGE GOA ZHUANG TOWN YISHUI COUNTY SHAN DONG, CHINA	57221; 57223	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2751	QINGDAO DOUBLESTAR MINGREN IMP & EXP CO LTD 45 QUTANGXIA ROAD QINGDAO, CHINA	57228	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2752	QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE DAXIN TOWN, JIM COUNTY QINGDAO SHANDONG, CHINA	57272; 57275	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2753	QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE DAXIN TOWN, JIMO COUNTY QINGDAO SHANDONG, CHINA	57249	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2754	QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE DAXIN TOWN, JIMO COUNTY QINGDAO SHANDONG, CHINA	57253; 57257	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2755 QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE DAXIN TOWN, JIMO COUNTY QINGDAO SHANDONG, CHINA	57263; 57265; 57268	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2756 QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE DAXOM TOWN, JIMO COUNTY QINGDAO SHANDONG, CHINA	57240; 57244	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2757 QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. RUBBER & PLASTIC BRANCH NO. 207 XINSHENG VILLAGE, DAXIN TOWN, JIMO COUNTY QINGDAO SHANDONG, CHINA	57237	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING CONTRACT DATED 03/15/2016	\$0.00
2758 QINGDAO DOUBLESTAR MINGREN INDUSTRIAL CO., LTD. NO. 207 XINSHENG VILLAGE DAXIN TOWN JIMO COUNTY QINDAO SHANDONG, CHINA	57233	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2759 QINGDOA DOUBLESTAR GROUP LUZHONG SHOE CO., LTD. XIN LI TOWN YIYUAN COUNTY SHANGDONG, CHINA	57281	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2760 QUAD/GRAPHICS, INC N63W23075 HWY, 74 SUSSEX, WI 53089	57285	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FIRST AMENDMENT TO THE MASTER PRICING AND SERVICES AGREEMENT DATED 01/01/2010	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2761	QUAD/GRAPHICS, INC. W224 N3322 DUPLAINVILLE RD. PEWAUKEE, WI 53072	57291	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER PRICING AND SERVICES AGREEMENT DATED 03/01/2010	\$0.00
2762	QUANZHOU BAOFENG SHOES CO., LTD. JIANGNAN TORCH INDUSTRIAL ZONE QUANZHOU FUJIAN, CHINA	57295; 57299	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2763	QUANZHOU BERYTOS SHOES CO. LTD., TANGXI INDUSTRIAL ZONE WAN'AN LUOJIANG DISTRICT QUANZHOU FUJIAN, CHINA	57304	COLLECTIVE BRANDS LOGISTICS, LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2764	QUANZHOU BERYTOS SHOES CO. LTD. TANGXI INDUSTRIAL ZONE WAN'AN LUOJIANG DISTRICT QUANZHOU FUJIAN, CHINA	57328	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2765	QUANZHOU BERYTOS SHOES CO. LTD. TANGXI INDUSTRIAL ZONE WAN'AN LUOJIANG DISTRICT QUANZHOU FUJIAN, CHINA	57309; 57311; 57315; 57321; 57325	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2766	QUANZHOU BERYTOS SHOES CO. LTD. TANGXI INDUSTRIAL ZONE WAN'AN LUOJIANG DISTRICT QUANZHOU FUJIAN, CHINA	57333	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2767	QUANZHOU SHENGKANG SHOES CO., LTD BLK C, 6/F., WAH SHING CENTER, 5 FUNG YIP STREET CHAI WAN, HONG KONG, CHINA	57338; 57339; 57342	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2768	QUANZHOU SHENGKANG SHOES CO., LTD JINGPIN GARDEN TAIWANESE INVESTMENTZONE QUANZHOU, CHINA	57359; 57362	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2769	QUANZHOU SHENGKANG SHOES CO., LTD JINGPIN GARDEN TAIWANESE INVESTMENT ZONE QUANZHOU, CHINA	57349; 57352	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2770	QUANZHOU SHENGKANG SHOES CO., LTD JINGPIN GARDEN TAIWANESE INVESTMENTZONE QUANZHOU, CHINA	57356	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2771	QUANZHOU SHENGKANG SHOES CO., LTD. BLK C, 6/F., WAH SHING CENTER 5 FUNG YIP STREET CHAIWAN, HONG KONG, CHINA	56993; 57000; 57003; 57009; 57016; 57020	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2772	QUANZHOU SHENGKANG SHOES CO., LTD. JINGPIN GARDEN TAIWANESE INVESTMENTZONE QUANZHOU, CHINA	57024; 57026	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 12/24/2014	\$0.00
2773	QUANZHOU SHENGKANG SHOES CO., LTD. JINGPIN GARDEN TAIWANESE INVESTMENTZONE QUANZHOU, CHINA	57367; 57371; 57375	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2774	R.E. WEST TRANSPORTATION 400 MADDOX SIMPSON PKY LEBANON, TN 37090	57038	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 03/01/2006	\$0.00
2775	R.H.F. ENTERPRISES P.O. BOX 969 CHILLICOTHE, OH 45601	57042	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/03/2016	\$0.00
2776	R.M. SULLIVAN/PALMER DEDICATED LOGISTICS 39 SOUTH BROAD STREET WESTFIELD, MA 01085	57047	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 07/17/2016	\$71,608.37
2777	RACAP 307 PFEIL SCHERTZ, TX 78154	57052	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 12/01/2015	\$0.00
2778	RACON FOOTWEAR LIMTIED XIA-BIAN INDUSTRY PARK HOU-JIE TOWN DONG GUAN CITY GUANG DONG, CHINA	57056; 57059; 57065; 57069	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
2779	RACON FOOTWEAR LTD, A SAMOA ENTITY OFFSHORE CHAMBERS, P.O.BOX 217 APIA, SAMOA	57073	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 11/07/2007	\$0.00
2780	RADIAL 1903 S CONGRESS AVENUE SUITE 460 BOYNTON BEACH, FL 33426	49239	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT DEVELOPMENT DATED 2/14/2017	\$842,671.29

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2781	RADIANT COMMUNICATIONS 1050 W PENDER STREET STE 1600 STE 1600 VANCOUVER, BC V6E 4T3 CANADA	57078	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ACCEPTABLE USE POLICY	\$0.00
2782	RADIANT COMMUNICATIONS 1050 W PENDER STREET STE 1600 STE 1600 VANCOUVER, BC V6E 4T3 CANADA	57083	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT COMMUNICATIONS SERVICES AGREEMENT DATED 01/10/2004	\$0.00
2783	RADIANT COMMUNICATIONS 1050 W PENDER STREET STE 1600 STE 1600 VANCOUVER, BC V6E 4T3 CANADA	57086	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/22/2009	\$0.00
2784	RADIANT COMMUNICATIONS 1050 W PENDER STREET STE 1600 STE 1600 VANCOUVER, BC V6E 4T3 CANADA	57090	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PRIVACY POLICY	\$0.00
2785	RADIANT COMMUNICATIONS 1050 W PENDER STREET STE 1600 STE 1600 VANCOUVER, BC V6E 4T3 CANADA	57095	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE DESCRIPTION	\$0.00
2786	RAHIM, ZARFANA ADDRESS ON FILE	58803	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2787	RAINA, NALINI ADDRESS ON FILE	59005	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2788	RAKUTEN MARKETING CORPORATION 85 ENTERPRISE SUITE 100 ALISO VIEJO, CA 92656	57108	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ORDER FORM AND PRICING SCHEDULE AND AFFILIATE MARKETING PROGRAM TERMS	\$0.00
2789	RAMCO - GERSHENSON PROPERTIES LP 31500 NORTHWESTERN HIGHWAY SUITE 300 WEST BROWARD SHOPPING CENTER FARMINGTON HILLS, MI 48334	S# 4946	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4946) WEST BROWARD SHOPPING CENTER 3925 WEST BROWARD BLVD FORT LAUDERDALE, FL	\$8,451.38
2790	RAMCO JACKSON CROSSING SPE LLC 31500 NORTHWESTERN HIGHWAY SUITE 300 FARMINGTON HILLS, MI 48334	S# 3772	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3772) JACKSON CROSSING 1216 JACKSON CROSSING SPACE D-47 JACKSON, MI	\$5,490.30
2791	RAMCO JACKSONVILLE LLC 31500 NORTHWESTERN HIGHWAY SUITE 300 FARMINGTON HILLS, MI 48334	S# 2178	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2178) RIVER CITY MARKET PLACE 13249 CITY SQUARE DR JACKSONVILLE, FL	\$9,430.33
2792	RAMCO-GERSHENSON PROPERTIES LP 31500 NORTHWESTERN HIGHWAY SUITE 300 FARMINGTON HILLS, MI 48334	S# 2521	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2521) CROSSROADS CENTRE 9870 OLDE US 20 A104 ROSSFORD, OH	\$5,004.95
2793	RAMCO-GERSHENSON PROPERTIES LP 31500 NORTHWESTERN HIGHWAY SUITE 300 FARMINGTON HILLS, MI 48334	S# 6019	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6019) HOOVER ELEVEN S/C 26293-95 HOOVER RD WARREN, MI	\$5,107.75
2794	RAMCO-GERSHENSON PROPERTIES LP DEER GROVE CENTRE; C/O RAMCO-GERSHENSON 31500 NORTHWESTERN HIGHWAY SUITE 300 FARMINGTON HILLS, MI 48334	S# 5773	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5773) DEER GROVE CENTER 639 E DUNDEE RD PALATINE, IL	\$2,873.61

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2795	RANGER AMERICA ARMORED SERVICES PO BOX 29105 SAN JUAN, PR 00929-0105	49209	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	SERVICE AGREEMENT DATED 6/2/2004	\$0.00
2796	RANGER AMERICAN OF THE VIRGIN ISLANDS PO BOX 29105 SAN JUAN, PR 00929-0105	49325	PAYLESS SHOESOURCE, INC.	SERVICE AGREEMENT DATED 6/2/2004	\$0.00
2797	RASUL, SHAAFAY ADDRESS ON FILE	58805	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2798	RAYMOND STORAGE CONCEPTS 4350 INDECO COURT CINCINNATI, OH 45241	57113	PAYLESS COLLECTIVE GP, LLC	SERVICE CONTRACT BATTERY SCHEDULED MAINTENANCE SERVICE AGREEMENT DATED 10/30/2014	\$5,042.35
2799	RAYMOND STORAGE CONCEPTS, INC P.O. BOX 42280 CINCINNATI, OH 45242-0280	57119	PAYLESS COLLECTIVE GP, LLC	SERVICE CONTRACT SCHEDULED MAINTENANCE SERVICE AGREEMENT DATED 08/04/2010	\$0.00
2800	RB RIVER IV LLC AND RB RIVER VI LLC C/O RAWSON BLUM & LEON 505 SANSOME STREET SUITE 450 SAN FRANCISCO, CA 94111	S# 3239	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3239) RIVER MARKETPLACE 4401 AMBASSADOR CAFFERY LAFAYETTE, LA	\$7,865.05
2801	RCS REAL ESTATE ADVISORS 460 WEST 34TH STREET NEW YORK, NY 10001	57124	PAYLESS SHOESOURCE, INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) RETAIL CONSULTANT SERVICES DATED 11/30/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2802	RDEV MESA RANCH LLC ATTN: Y.N. REDDY MANAGER 16850 BEAR VALLEY ROAD VICTORVILLE, CA 92395	S# 857	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #857) MESA RANCH 1116 SOUTH STAPLEY DRIVE SUITE 107 MESA, AZ	\$4,452.16
2803	REAL SUB LLC C/O PUBLIX SUPER MARKETS INC; ATTN: VICE 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811-3002	S# 4124	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4124) MITCHELL RANCH PLAZA 3034 LITTLE ROAD TRINITY, FL	\$7,719.54
2804	REAVES, MARK ADDRESS ON FILE	58724	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2805	REAVES, MARK ADDRESS ON FILE	58645	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2806	RED LOBSTER SEAFOOD COMPANY JEWEL TAYLOR - DIRECTOR, BENEFITS 450 S. ORANGE AVE., SUITE 800 ORLANDO, FL 32801	57172	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 04/08/2016	\$0.00
2807	REDD, JAMES M. ADDRESS ON FILE	58758	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2808	REDD, JAMES M. ADDRESS ON FILE	58920	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2809	REDLANDS TOWN CENTER RETAIL III LLC C/O ATHENA PROPERTY MANAGEMENT 16795 VON KARMAN AVE SUITE 200 IRVINE, CA 92606	S# 2091	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2091) REDLANDS TOWN CENTER 10010 ALABAMA ST REDLANDS, CA	\$13,014.30
2810	REEF PLAZA LLC 336 EAST DANIA BEACH BLVD C/O DACAR MANAGEMENT LLC DANIA BEACH, FL 33004	S# 4649	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4649) REEF PLAZA 3981 OAKLAND PARK BLVD LAUDERDALE LAKES, FL	\$9,126.90
2811	REGENCY CENTERS LP 121 WEST FORSYTH STREET SUITE 200 JACKSONVILLE, FL 32202	S# 1096	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1096) BLOOMINGDALE SQUARE 933 E BLOOMINGDALE AVE # 935 BRANDON, FL	\$6,592.18
2812	REGENCY SEYMOUR LLC 330 CROSS POINTE BLVD EVANSVILLE, IN 47715-4027	S# 6454	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6454) 910 GREEN BLVD AURORA, IN	\$0.00
2813	REGENT MALL HOLDINGS INC - C/O PRIMARISMANAGEMENT INC 1 ADELAIDE STREET EAST SUITE 900 ATTN: VICE PRESIDENT LEGAL TORONTO, ON M5C 2V9 CANADA	S# 5989	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5989) REGENT MALL 1381 REGENT STREET FREDERICTON, NB	\$2,383.39
2814	REID, KATE ADDRESS ON FILE	58960	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2815	REIS SERVICES LLC 530 FIFTH AVE FIFTH FLOOR NEW YORK, NY 10036	57177	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT AMENDMENT TO THE REIS SUBSCRIBER EDITION LICENSE AGREEMENT DATED 05/23/2008	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2816 RELIANCE CLOTHING INDIA PRIVATE LIMITED ATTENTION: GENERAL COUNSEL, 3RD FLOOR COURT HOUSE, LOKMANYA TILAK MARG DHOB, TALAO, MUMBAI, 400 002 INDIA	57182	PAYLESS SHOESOURCE WORLDWIDE, INC.	FRANCHISEE AGREEMENT INDIA-RELIANCE DEED OF UNDERTAKING DATED 10/07/2013	\$0.00
2817 RELIANCE RETAIL LIMITED ATTENTION MR. PANKAJ PAWAR, 3RD FLOOR COURT HOUSE, LOKMANYA TILAK MARG DHOB, TALAO, MUMBAI, 400 002 INDIA	57189	PAYLESS SHOESOURCE WORLDWIDE, INC.	FRANCHISEE AGREEMENT INDIA-RELIANCE DEED OF UNDERTAKING DATED 10/07/2013	\$0.00
2818 RENO FASHION & SHOES GMBH INDUSTRIEGEBIET WEST THALEISCHWEILER-FROSCHEN, 66987 GERMANY	57214	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 11/12/2009	\$0.00
2819 REPUBLIC SERVICES NATIONAL ACCOUNTS, LLC 18500 N. ALLIED WAY PHOENIX, AZ 85054	57216	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/15/2013 PLUS AMENDMENTS	\$89,573.57
2820 RESTAURANT SERVICES 5200 BLUE LOGAN DRIVE SUITE 300 MIAMI, FL 33126	57235	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT DATED 11/04/2015 PLUS AMENDMENTS	\$0.00
2821 RESTON NORTH POINT VILLAGE LLC C/O LERNER CORPORATION 2000 TOWER OAKS BLVD 8TH FLOOR ROCKVILLE, MD 20852-4208	S# 4842	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4842) NORTH POINT VILLAGE CENTER 1466 NORTH POINT VILLAGE CENTER RESTON, VA	\$2,083.99
2822 RETAIL CENTERS PARTNERS LTD NORTH MESA PLAZA I & II 2716 OCEAN PARK BLVD #3040 SANTA MONICA, CA 90405	S# 5556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5556) NORTH MESA PLAZA 1631 W CRAIG RD NORTH LAS VEGAS, NV	\$6,578.84

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2823 RETAILMENOT INC. 215 PARK AVENUE SOUTH, 9TH FLOOR NEW YORK, NY 10003	57242	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT INSERTION ORDER DATED 08/23/2016	\$0.00
2824 RETURN PATH, INC. 304 PARK AVENUE SOUTH 7TH FLOOR NEW YORK, NY 10010	57246	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ADDENDUM A INSERTION ORDER DATED 04/06/2014	\$10,947.57
2825 RETURN PATH, INC. 304 PARK AVENUE SOUTH 7TH FLOOR NEW YORK, NY 10010	57251	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ADDENDUM A INSERTION ORDER DATED 12/11/2013	\$0.00
2826 RETURN PATH, INC. 304 PARK AVENUE SOUTH 7TH FLOOR NEW YORK, NY 10010	57254	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MASTER SUBSCRIPTION AND SERVICES AGREEMENT DATED 04/05/2010 PLUS AMENDMENTS	\$0.00
2827 REVENUE PROPERTIES COMPANY LIMITED - C/O MORGUARD INVESTMENTS LTD 55 CITY CENTRE DRIVE SUITE 800 ATTN: VP RETAIL PROPERTY MANAGEMENT MISSISSAUGA, ON L5B 1M3 CANADA	S# 4702	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4702) CENTERPOINT MALL 6464 YONGE ST NORTH YORK, ON	\$2,034.78
2828 REVLON (SUISSE) S.A. 116 BADENERSTRASSE 8952 SCHLIEREN, SWITZERLAND	57262	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT LETTER OF CONSENT (SOUTH AFRICA) DATED 08/10/2011	\$0.00
2829 REVLON (SUISSE) S.A. BADENERSTRASSE 116 8952 SCHLIEREN, SWITZERLAND	57258	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CANADIAN TRADE-MARK CONSENT AGREEMENT DATED 08/10/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2830 REVLON CONSUMER PRODUCTS CORPORATION 237 PARK AVENUE NEW YORK, NY 10017	57267	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CANADIAN TRADE-MARK CONSENT AGREEMENT DATED 08/10/2011	\$0.00
2831 REVLON CONSUMER PRODUCTS CORPORATION LEGAL DEPARTMENT 237 PARK AVE NEW YORK, NY 100017-3140	57270	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT LETTER AGREEMENT RE: CERTAIN TRADEMARKS DATED 08/10/2011	\$0.00
2832 REYES COLLAZO, CARLOS ADDRESS ON FILE	58867; 58880	PAYLESS INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2833 REYNOLDS, MORGAN ADDRESS ON FILE	58771	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2834 REZAN LP 2501 SOUTH TAMiami TRAIL C/O LICHTENSTEIN BRIEFMAN GLASS & VROSS SARASOTA, FL 34239	S# 4380	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4380) 700 W 15TH ST PLANO, TX	\$6,804.41
2835 RHODE ISLAND TEXTILE COMPANY 211 COLUMBUS AVE PAWTUCKET, RI 02861	57277	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER CHANGES TO PURCHASE ORDER LETTER DATED 01/14/2002	\$0.00
2836 RHODES LIMITED 18F HILLWOOD CENTRE 17-19 HILLWOOD ROAD TSIMSHATSUI, KOWLOON HONG KONG, CHINA	57280	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/01/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2837	RICHARD A. WOODS JR. TINA D. WOODS BRYANG. HASENOEHRL NANCY HASENOEHRL 1053 21ST STREET LEWISTON, ID 83501	S# 161	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #161) 819 21ST ST LEWISTON, ID	\$2,508.33
2838	RICHARD E. MCFAYDEN 672 FAIRWOOD LANE OMAHA, NE 68132	S# 6546	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6546) 9362 HWY 16 ONALASKA, WI	\$4,001.98
2839	RICHARD E. MCFAYDEN 672 FAIRWOOD LANE OMAHA, NE 68132	S# 6548	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6548) 5020 BAY RD SAGINAW, MI	\$4,544.48
2840	RICHARD KLEMENT C/O KLEMENT WES PARTNERSHIP LTD. PO BOX 996 GAINESVILLE, TX 76241	S# 3225	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3225) WESTGATE SC 1607 W HENDERSON ST CLEBURNE, TX	\$2,342.00
2841	RICHARD S COHEN AND JENNY W. WILLAIMS PO BOX 941468 MAITLAND, FL 32794-1468	S# 388	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #388) 1700 NW 13TH STREET GAINESVILLE, FL	\$3,195.00
2842	RICHFIELD SHOPPES LLC 5353 WAYZATA BLVD SUITE 650 C/O MID-AMERICA REAL ESTATE-MINNESOTA LL MINNEAPOLIS, MN 55416	S# 2501	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2501) RICHFIELD SHOPPES N 4 E 66TH ST RICHFIELD, MN	\$5,696.06
2843	RICKMAN, KEVIN ADDRESS ON FILE	58742	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2844	RICOH USA, INC 70 VALLEY STREAM PARKWAY MALVERN, PA 19355	57283	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: EQUIPMENT RENTAL DATED 03/22/2016	\$0.00
2845	RICOH USA, INC. 2300 PARKLAKE DR., ATLANTA, GA 30345	57310	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE MAINTENANCE TERMS & CONDITIONS FOR END USER CUSTOMERS DATED 11/28/2016	\$0.00
2846	RICOH USA, INC. 1516 W 17TH ST TEMPE, AZ 85281	57286	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PRODUCT SCHEDULE DATED 08/18/2000	\$0.00
2847	RIEHL, DAVE ADDRESS ON FILE	58794	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2848	RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51656	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO THE SERVICES AGREEMENT DATED 11/17/2010	\$0.00
2849	RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51658	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT #3 TO SERVICES AGREEMENT DATED 04/14/2013	\$0.00
2850	RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51657	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT #4 TO SERVICES AGREEMENT DATED 06/29/2015	\$0.00

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2851 RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51660	PAYLESS SHOESOURCE WORLDWIDE, INC.	SECOND AMENDMENT DATED 11/16/2012	\$0.00
2852 RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	57317	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT ADDENDUM TO CAREER TRANSITION SERVICES AGREEMENT DATED 06/04/2015	\$0.00
2853 RIGHT MANAGEMENT 7300 WEST 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	57314	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/12/2008 PLUS AMENDMENTS	\$51,172.47
2854 RIMINI STREET 3993 HOWARD HUGHES PARKWAY SUITE 500 LAS VEGAS, NV 89169	49286	PAYLESS SHOESOURCE WORLDWIDE, INC.	RSI + PAYLESS SOW PEOPLESFT SUPPORT SERVICES DATED 2/17/2017	\$55,955.59
2855 RIMINI STREET, INC. ATTN: LEGAL DEPARTMENT 3993 HOWARD HUGHES PARKWAY SUITE 500 LAS VEGAS, NV 89169	57320	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/17/2017 PLUS STATEMENTS OF WORK	\$0.00
2856 RINEHART, ERIC ADDRESS ON FILE	59172	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
2857 RIOCAN HOLDINGS (HAMILTON) INC 60 BRISTOL ROAD EAST UNIT 1A RIOCAN PROPERTY SERVICES SANDALWOOD SQUA MISSISSAUGA, ON L4Z 3K8 CANADA	S# 6990	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6990) HAMILTON WALMART CENTRE 2176 RYMAL ROAD E HANNON, ON	\$1,323.55

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2858	RIOCAN HOLDINGS INC ORANGEVILLE C/O RIOCAN RE INVESTMENT TRUST; RIOCAN Y 2300 YONGE STREET SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E3 CANADA	S# 5949	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5949) ORANGEVILLE FAIRGROUNDS 95 FIRST ORANGEVILLE, ON	\$1,432.27
2859	RIOCAN HOLDINGS INC WINDSOR C/O RIOCAN MANAGEMENT INC 395 WELLINGTON ROAD SOUTH SUITE 214 LONDON, ON N6C 5Z6 CANADA	S# 6935	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6935) 288 ERIE STREET UNIT D LEAMINGTON, ON	\$1,079.73
2860	RIOCAN HOLDINGS INC. C/O O & Y PROPERTIES INC; EXCHANGE TOWER 2 FIRST CANADIAN PLACE SUITE 2900 TORONTO, ON M5X 1B5 CANADA	S# 5908	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5908) LAWRENCE SQUARE 700 LAWRENCE AVE WEST NORTH YORK, ON	\$1,996.29
2861	RIOCAN REAL ESTATE INVESTMENT TRUST RIOCAN YONGE EGLINTON CENTRE 2300 YONGE STREET SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 4708	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4708) WEST RIDGE PLACE 3275 MONARCH DR ORILLIA, ON	\$1,219.57
2862	RIOKIM HOLDINGS (ALBERTA) INC C/O RIOCAN RE INVESTMENT TRUST; RIOCAN Y 2300 YONGE STREET SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 5877	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5877) SOUTH EDMONTON COMMON 2083 98 ST NW EDMONTON, AB	\$1,642.66
2863	RIOKIM HOLDINGS (ALBERTA) INC. C/O RIOCAN MANAGEMENT INC 495-36TH ST NE SUITE 257 CALGARY, AB T2A 6K3 CANADA	S# 5881	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5881) SHAWNESSY TOWNE CENTER 296 SHAWVILLE BLVD SOUTHEAST CALGARY, AB	\$1,707.74

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2864	RIOKIM HOLDINGS (ONTARIO) INC RIOCAN MANAGEMENT INC; RIOCAN YONGE EGLL 2300 YONGE STREET SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 5891	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5891) SHOPPERS WORLD DANFORTH 3003 DANFORTH AVENUE EAST YORK, ON	\$2,540.63
2865	RIOKIM HOLDINGS (ONTARIO) INC. THE EXCHANGE TOWER 130 KING STREET WEST SUITE 700/PO BOX 37 TORONTO, ON M5X 100 CANADA	S# 5954	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5954) ALBION CENTRE 1530 ALBION RD ETOBICOKE, ON	\$1,435.97
2866	RIOKIM HOLDINGS (STRAWBERRY HILL) INC C/O RIOCAN MANAGEMENT (BC) INC 475 WEST GEORGIA STREET SUITE 470 VANCOUVER, BC V6B 4M9 CANADA	S# 5884	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5884) STRAWBERRY HILL 12101 72ND AVE SURREY, BC	\$1,271.32
2867	RIOKIM HOLDINGS TILLCUM CENTER C/O RIOCAN PROPERTY SERVICE 3170 TILLCUM ROAD SUITE 107 CALGARY, AB V9A 7C5 CANADA	S# 5886	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5886) TILLCUM MALL 3170 TILLCUM RD VICTORIA, BC	\$2,023.68
2868	RIOTRIN PROPERTIES (BARRHAVEN) INC C/O RIOCAN MANAGEMENT INC; RIOCAN YONGE 2300 YONGE STREET SUITE 500; PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 4724	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4724) CHAPMAN MILLS MARKET PLACE 80 MARKET PLACE AVE NEPEAN, ON	\$1,098.75
2869	RITCHIE TRUCKING SERVICE, INC 2724 E. ANNADALE AVE FRESNO, CA 93706	57324	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/29/2006	\$20,017.50

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2870 RITE AID HDQTRS. CORP. 30 HUNTER LANE CAMP HILL, PA 17011	57327	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INFLUENZA VACCINE ADMINISTRATION PROGRAM AGREEMENT DATED 08/20/2014	\$0.00
2871 RIVER OAKS PROPERTIES LTD 106 MESA PARK DRIVE C/O RIVER OAKS PROPERTIES LTD EL PASO, TX 79912	S# 3771	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3771) 1124 MCRAE BLVD EL PASO, TX	\$7,752.58
2872 RIVERSIDE RISK ADVISORS, LLC 519 EIGHT AVENUE, 26TH FL. NEW YORK, NY 10018	57336	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 04/20/2015 PLUS STATEMENTS OF WORK	\$0.00
2873 RK (BURLINGTON MALL) INC BURLINGTON MALL; 777 GUELPH LINE C/O RIOCAN MANAGEMENT INC BURLINGTON, ON L7R 3N2 CANADA	S# 5819	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5819) BURLINGTON MALL 777 GUELPH LINE BURLINGTON, ON	\$2,565.27
2874 RK MIDWAY SHOPPING CENTER LLC C/O RD MANAGEMENT LLC 810 SEVENTH AVENUE 10TH FLOOR NEW YORK, NY 10019	S# 682	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #682) MIDWAY SHOPPING CENTER 1468 UNIVERSITY AVE W SAINT PAUL, MN	\$10,258.15
2875 RMM TILLSONBURG CENTRE PROPERTY INC 700 APPLEWOOD CRESCENT STE #100 ATTN: VP OPERATIONS VAUGHAN, ON L4K 5X3 CANADA	S# 5889	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5889) TILLSONBURG TOWN CENTRE 200 BROADWAY STREET TILLSONBURG, ON	\$870.85
2876 ROBBINS, DR. STEVEN E. ADDRESS ON FILE	57340	PAYLESS INC.	IP SETTLEMENT AGREEMENT PATENT LICENSE AND SETTLEMENT AGREEMENT DATED 07/01/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2877	ROBERT F. GREENWELL LP C/O SUNTIDE COMMERCIAL REALTY INC 2550 UNIVERSITY AVENUE WEST SUITE 416-S ST PAUL, MN 55114	S# 4784	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4784) 8510 SPRINGBROOK DRIVE COON RAPIDS, MN	\$8,196.15
2878	ROBERT HALF 7400 COLLEGE BLVD, SUITE 200 OVERLAND PARK, KS 66210	57345	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT DATED 06/23/2015	\$0.00
2879	ROBERTO VASI LLC C/O ROBERTO MINGIONC 10 WEST 65TH STREET, SUITE 5E NEW YORK, NY 10023	57354	PAYLESS SHOESOURCE, INC.	LEASE: BUILDING AND LAND OFFICE LEASE AGREEMENT DATED 11/06/2013	\$0.00
2880	ROBINSON DEPARTMENT STORE PUBLIC COMPANY LIMITED 9/9, 14TH - 17TH FLOOR, RAMA IX ROA, ILUAI KHWANG SUB DISTRICT HUAI KLWANG DISTRICT, BANGKOK, THAILAND	57363	PAYLESS INTERNATIONAL FRANCHISING, LLC	FRANCHISEE AGREEMENT INTERNATIONAL FRANCHISE AGREEMENT DATED 05/15/2015 PLUS AMENDMENTS	\$0.00
2881	ROBINSON DEPARTMENT STORE PUBLIC COMPANY LIMITED PRINCIPAL OFFICE AT 9/9 - 14TH - 17TH FLOOR RAMA IX ROAD KHWANG SUB DISTRICT IIUAI KHWANG DISTRICT BANKOK, 10310 THAILAND	57368	PAYLESS INTERNATIONAL FRANCHISING, LLC	FRANCHISEE AGREEMENT MARKETING RETAINER FOR INTERNATIONAL FRANCHISE AGREEMENT DATED 01/01/2017	\$0.00
2882	ROCHA, DORA ADDRESS ON FILE	59093	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2883	ROCKET DOG BRANDS, LLC 24610 INDUSTRIAL BLVD HAYWARD, CA 94545	57372	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/15/2013	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2884	ROCKMOOR TOWN WEST LP C/O INDIO MANAGEMENT ATTN: NICOLE WESTER 4655 INSURANCE LANE DALLAS, TX 75205	S# 982	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #982) TOWN WEST PLAZA 1444 W MOORE AVE TERRELL, TX	\$2,351.67
2885	RODNEY DIERKING AND KATHERINE DIERKING 124 FRANKLIN AVENUE REDLANDS, CA 92373	S# 5076	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5076) 9855 SO PARKER ROAD PARKER, CO	\$4,817.92
2886	RODRIGUEZ, MARIA ADDRESS ON FILE	58895	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2887	ROMESAN PROPERTIES LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 870	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #870) 1314 TURNER MCCALL BLVD ROME, GA	\$3,624.90
2888	RONGRANT ASSOCIATES LLC 255 EXECUTIVE DRIVE SUITE 302 ATTN: PAUL A. BREGMAN PLAINVIEW, NY 11803	S# 2076	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2076) KOHLS PLAZA SHOPPING CENTER 131 RONKONKOMA AVE LAKE RONKONKOMA, NY	\$10,062.52
2889	ROOSEVELT SCHOOL DISTRICT 1030 E BASELINE RD PO# 15010254 PHOENIX, AZ 85042	57377	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/02/2013	\$0.00
2890	ROSENFELD BROTHERS 1412 MAIN STREET #210 C/O JOSEPH L. ROSENFELD DALLAS, TX 75202-4071	S# 259	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #259) 2301 E 7TH ST AUSTIN, TX	\$3,017.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2891	ROSENTHAL & ROSENTHAL, INC. 1370 BROADWAY NEW YORK, NY 10018	57381	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/15/2013	\$0.00
2892	ROSETTI HANDBAGS AND ACCESSORIES LTD ATTN: CHRISTINA BEHNAM 10 WEST 33RD STREET, SUITE 312 NEW YORK CITY, NY 10001	57385; 57388	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/26/2009	\$0.00
2893	ROSIELLO, PAMELA ADDRESS ON FILE	58809	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2894	ROSLINDALE CUMMINGS HIGHWAY REALTY LLC 1385 HANCOCK STREET C/O THE STOP & SHOP SUPERMARKET COMPANY/ QUINCY, MA 02169	S# 3474	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3474) ROSLINDALE SHOPPING CENTER 960 AMERICAN LEGION HIGHWAY ROSLINDALE, MA	\$10,353.00
2895	ROSS DRESS FOR LESS INC 5130 HACIENDA DRIVE ATTN: REAL ESTATE LAW DEPARTMENT DUBLIN, CA 94568-7579	S# 1119	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1119) ACADEMY PLACE 5120 N ACADEMY BLVD COLORADO SPRINGS, CO	\$4,754.08
2896	ROYAL BANK OF CANADA ATTN: SENIOR VICE PRESIDENT, SALES AND MARKETING MONERIS SOLUTIONS CORPORATION 3300 BLOOR STREET WEST 7TH FLOOR WEST TOWER TORONTO, ON MBX 2X2 CANADA	57394; 57398	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA LP	BANKING SERVICE AGREEMENT NATIONAL ACCOUNT MERCHANT AGREEMENT DATED 06/01/2010	\$0.00
2897	RPAI GALVESTON GALVEZ LIMITED PARTNERSHIP 2021 SPRING ROAD SUITE 200 C/O RPAI SOUTHWEST MANAGEMENT LLC; ATTN: OAK BROOK, IL 60523	S# 2271	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2271) GALVEZ SHOPPING CENTER 6228 BROADWAY GALVESTON, TX	\$6,225.90

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2898	RPAI SOUTHWEST MANAGEMENT LLC 2021 SPRING ROAD SUITE 200 C/O RETAIL PROPERTIES OF AMERICA INC OAK BROOK, IL 60523	S# 2201	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2201) NEW FOREST CROSSING 5915 E SAM HOUSTON PKWY NORTH HOUSTON, TX	\$5,592.28
2899	RUBLOFF ALGONQUIN PORTFOLIO LLC 6723 WEAVER ROAD SUITE 108 ATTN: LEGAL DEPARTMENT ROCKFORD, IL 61114	S# 4367	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4367) WOODS CREEK CENTER 706 SOUTH RANDALL RD ALGONQUIN, IL	\$5,344.84
2900	RUGAI, MICHAEL ADDRESS ON FILE	58884	PAYLESS NYC, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
2901	RUGAI, MICHAEL ADDRESS ON FILE	58890	PAYLESS NYC, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
2902	RUGGED FOOTWEAR COMPANY 4701 SOUTH FEDERAL HIGHWAY, SUITE 400 LIGHTHOUSE POINT, FL 33064	57402	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/06/2000	\$0.00
2903	RUIZ LACAYO, MANUEL ADDRESS ON FILE	58792	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
2904	RUZIC, LILIAN ADDRESS ON FILE	58640	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2905	RYAN LLC 13155 NOEL ROAD SUITE 100 DALLAS, TX 75240-5090	72262	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SOFTWARE LICENSE AGREEMENT	\$0.00
2906	S & D PALLETS 2100 LARCH ST SPRINGFIELD, OH 45503	57412	PAYLESS INC.	VENDOR AGREEMENT WORK AGREEMENT DATED 03/15/2016	\$0.00
2907	S & D PALLETS ATTN: SHAWN MORROW 2100 LARCH ST SPRINGFIELD, OH 45503	57405	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT	\$0.00
2908	S & D PALLETS ATTN: SHAWN MORROW 2100 LARCH ST SPRINGFIELD, OH 45503	57408	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PALLETS WORK AGREEMENT DATED 03/15/2016	\$0.00
2909	S.L. & D. INC. PO BOX 9 BARNHART, MO 63012	S# 643	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #643) 1003 W GANNON DR FESTUS, MO	\$3,544.42
2910	S199 SPE LLC 999 BISHOP STREET SUITE 1600 HONOLULU, HI 96813	S# 4744	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE AGREEMENT (STORE #4744) GUAM PREMIER OUTLETS 199 CHALAN SAN ANTONIO DR BARRIGADA, GU	\$20,618.17
2911	SAADIA, JACK, CEO ADDRESS ON FILE	57416	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT NEW MERCHANDISE AGENT QUALITY ASSURANCE KEY INFORMATION FORM DATED 12/09/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2912	SABA & CO. IP SABA HOUSE BLOCK A SAID FREIHA STREET HAZMIEH, LEBANON	59272	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
2913	SADA SYSTEMS, INC. 5250 LANKERSHIM BLVD. SUITE 620 ATTN: ANNIE SAFOIAN, CHIEF FINANCIAL OFFICER NORTH HOLLYWOOD, CA 91601	57420	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 07/25/2016	\$54,062.50
2914	SADA SYSTEMS, INC. ANNIE SAFOIAN, CHIEF FINANCIAL OFFICER SADA SYSTEMS, INC. 5250 LANKERSHIM BLVD., SUITE 620 NORTH HOLLYWOOD, CA 91601	57424	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT CUSTOMER AGREEMENT DATED 07/10/2015	\$0.00
2915	SADURAH, SHALLU ADDRESS ON FILE	58644	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
2916	SAFE & SOUND ARMoured COURIER SERVICE 42 WAYAAWI AVE BAYVILLE, NY 11709	57302	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ARMORED CAR SERVICE CONTRACT DATED 06/15/2015	\$23,388.07
2917	SAFECO INSURANCE COMPANIES PO BOX 34526 SEATTLE, WA 98112-1526	57307	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER- BOND NO. 5100956 DATED 02/15/2007	\$0.00
2918	SAFECO INSURANCE COMPANIES PO BOX 34526 SEATTLE, WA 98112-1526	57322	PAYLESS SHOESOURCE, INC.	INDEMNITY AGREEMENT INDEMNITY CONTRACT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2919	SAFECO INSURANCE COMPANIES PO BOX 34526 SEATTLE, WA 98124-1526	57312	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER DATED 06/24/2007	\$0.00
2920	SAFECO INSURANCE COMPANIES PO BOX 34526 SEATTLE, WA 98124-1526	57319	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER DATED 08/03/2007	\$0.00
2921	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51668	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 4760684 FOR THE BENEFIT OF CITY OF BRENHAM	\$0.00
2922	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51669	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5100929 FOR THE BENEFIT OF PROGRESS ENERGY FLORIDA	\$0.00
2923	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51670	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5100955 FOR THE BENEFIT OF CITY OF CALHOUN	\$0.00
2924	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51671	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5100956 FOR THE BENEFIT OF JACKSONVILLE ELECTRIC AUTHORITY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2925	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51672	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5240160 FOR THE BENEFIT OF UTILITIES COMMISSION OF THE CITY OF NEW SMYRNA BEACH	\$0.00
2926	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51673	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5724655 FOR THE BENEFIT OF CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.	\$0.00
2927	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51674	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5724704 FOR THE BENEFIT OF STARKVILLE ELECTRIC	\$0.00
2928	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51675	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5751985 FOR THE BENEFIT OF MURFREESBORO ELECTRIC DEPARTMENT	\$0.00
2929	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51676	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5786725 FOR THE BENEFIT OF UTILITY BOARD OF THE CITY OF KEY WEST	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2930	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51677	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5831175 FOR THE BENEFIT OF HUNTSVILLE UTILITIES	\$0.00
2931	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51678	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5863797 FOR THE BENEFIT OF NORTH LITTLE ROCK UTILITIES	\$0.00
2932	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51679	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5873746 FOR THE BENEFIT OF FLORENCE UTILITIES, CITY OF FLORENCE, ALABAMA	\$0.00
2933	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51680	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5873748 FOR THE BENEFIT OF SOUTHWEST MISSISSIPPI ELECTRIC POWER ASSOCIATION	\$0.00
2934	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51681	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5873749 FOR THE BENEFIT OF NORTH GEORGIA ELECTRIC MEMBERSHIP COOPERATIVE	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2935 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51682	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5873750 FOR THE BENEFIT OF DICKSON ELECTRIC SYSTEM	\$0.00
2936 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51683	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5873753 FOR THE BENEFIT OF CITY OF STILLWATER	\$0.00
2937 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51684	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5884224 FOR THE BENEFIT OF NORWICH PUBLIC UTILITIES	\$0.00
2938 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51685	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5884253 FOR THE BENEFIT OF CITY OF ROCK HILL	\$0.00
2939 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51686	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5884332 FOR THE BENEFIT OF CITY OF VERO BEACH	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2940	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51687	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5893182 FOR THE BENEFIT OF WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.	\$0.00
2941	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51688	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5893558 FOR THE BENEFIT OF STATE OF KANSAS	\$0.00
2942	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51689	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5904723 FOR THE BENEFIT OF CLAY ELECTRIC COOPERATIVE, INC.	\$0.00
2943	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51691	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5943600 FOR THE BENEFIT OF NORTHERN INDIANA PUBLIC SERVICE COMPANY	\$0.00
2944	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51692	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5954913 FOR THE BENEFIT OF CITY OF MONROE, NORTH CAROLINA	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2945	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51693	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6028612 FOR THE BENEFIT OF CLARKSVILLE DEPARTMENT OF ELECTRICITY	\$0.00
2946	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51694	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6060422 FOR THE BENEFIT OF ENTERGY GULF STATES, INC. (LOUISIANA)	\$0.00
2947	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51695	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6060424 FOR THE BENEFIT OF ENTERGY LOUISIANA LLC	\$0.00
2948	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51696	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6060425 FOR THE BENEFIT OF ENTERGY MISSISSIPPI, INC.	\$0.00
2949	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51697	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6060426 FOR THE BENEFIT OF ENTERGY NEW ORLEANS, INC.	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2950	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51698	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6060545 FOR THE BENEFIT OF WALTON ELECTRIC	\$0.00
2951	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51699	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6145978 FOR THE BENEFIT OF FORT PIERCE UTILITIES AUTHORITY	\$0.00
2952	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51700	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6157627 FOR THE BENEFIT OF GREYSTONE POWER CORPORATION	\$0.00
2953	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51701	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6176429 FOR THE BENEFIT OF SEVIER COUNTY ELECTRIC SYSTEM	\$0.00
2954	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51702	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6180913 FOR THE BENEFIT OF NORTHCENTRAL ELECTRIC POWER ASSOCIATION	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2955	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51703	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190773 FOR THE BENEFIT OF FLORIDA POWER & LIGHT COMPANY	\$0.00
2956	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51704	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190808 FOR THE BENEFIT OF STATE OF NEVADA	\$0.00
2957	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51705	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190833 FOR THE BENEFIT OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (SANTEE COOPER)	\$0.00
2958	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51706	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190865 FOR THE BENEFIT OF CITY OF TALLAHASSEE, FL	\$0.00
2959	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51707	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190897 FOR THE BENEFIT OF WEST MEMPHIS UTILITY COMMISSION	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2960	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51708	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6190904 FOR THE BENEFIT OF GREENWOOD UTILITIES	\$0.00
2961	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51709	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6191002 FOR THE BENEFIT OF TUPELO WATER & LIGHT CO.	\$0.00
2962	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51743	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219217-0001 FOR THE BENEFIT OF COLUMBUS LIGHT & WATER	\$0.00
2963	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51710	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219235 FOR THE BENEFIT OF TAMPA ELECTRIC COMPANY	\$0.00
2964	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51711	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219269 FOR THE BENEFIT OF CITY OF LEESBURG	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2965	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51712	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219383 FOR THE BENEFIT OF COAST ELECTRIC POWER ASSOCIATION	\$0.00
2966	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51713	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219424 FOR THE BENEFIT OF GROTON UTILITIES	\$0.00
2967	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51714	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219453 FOR THE BENEFIT OF TRI-STATE ELECTRIC MEMBERSHIP CORPORATION	\$0.00
2968	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51715	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219455 FOR THE BENEFIT OF ENTERGY ARKANSAS	\$0.00
2969	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51716	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6219492 FOR THE BENEFIT OF CITY OF BARTOW, FLORIDA	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2970	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51717	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6279676 FOR THE BENEFIT OF ALCORN COUNTY ELECTRIC	\$0.00
2971	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51718	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6279713 FOR THE BENEFIT OF PROGRESS ENERGY	\$0.00
2972	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51719	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6321222 FOR THE BENEFIT OF CITY OF LAKE LAND	\$0.00
2973	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51720	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6356450 FOR THE BENEFIT OF ELECTRIC POWER BOARD OF CHATTANOOGA	\$0.00
2974	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51721	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6356461 FOR THE BENEFIT OF RIVIERA UTILITIES	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2975	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51722	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6356546 FOR THE BENEFIT OF DALTON UTILITIES	\$0.00
2976	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51723	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6412256 FOR THE BENEFIT OF SUMTER ELECTRIC COOPERATIVE, INC.	\$0.00
2977	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51724	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6443727 FOR THE BENEFIT OF CARROLL ELECTRIC COOPERATIVE CORPORATION	\$0.00
2978	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51725	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6443731 FOR THE BENEFIT OF ORLANDO UTILITIES COMMISSION	\$0.00
2979	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51726	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6473606 FOR THE BENEFIT OF SRP (SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2980	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51727	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6626473 FOR THE BENEFIT OF GULF POWER COMPANY	\$0.00
2981	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51728	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6636737 FOR THE BENEFIT OF GEORGIA POWER COMPANY	\$0.00
2982	SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51729	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 6700084 FOR THE BENEFIT OF BROWNSVILLE PUBLIC UTILITIES BOARD	\$0.00
2983	SAFECO INSURANCE COMPANY OF AMERICA 1191 2ND AVENUE SUITE 300 SEATTLE, WA 98101	57467	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) DECREASE RIDER DATED 02/26/2007	\$0.00
2984	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57334	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) AGREEMENT OF SURETY DATED 01/27/2014	\$0.00
2985	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57337	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5100929 DATED 09/18/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2986	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57344	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5100955 DATED 10/07/2016	\$0.00
2987	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57346	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5240160 DATED 11/16/2016	\$0.00
2988	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57348	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5724704 DATED 05/14/2016	\$0.00
2989	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57351	PAYLESS SHOESOURCE CANADA INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5751985 DATED 03/19/2016	\$0.00
2990	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57355	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5873746 DATED 09/18/2016	\$0.00
2991	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57358	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5873748 DATED 09/18/2016	\$0.00
2992	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57360	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5873749 DATED 09/18/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
2993 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57364	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5873753 DATED 09/19/2016	\$0.00
2994 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57366	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5884253 DATED 10/11/2016	\$0.00
2995 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57370	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5884332 DATED 11/18/2016	\$0.00
2996 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57373	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5904723 DATED 08/01/2016	\$0.00
2997 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57380	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5935214 DATED 04/06/2016	\$0.00
2998 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57383	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5943600 DATED 06/11/2016	\$0.00
2999 SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57387	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 5954913 DATED 10/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3000	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57392	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6028612 DATED 12/06/2016	\$0.00
3001	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57396	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6060425 DATED 04/27/2016	\$0.00
3002	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57399	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6060545 DATED 05/22/2016	\$0.00
3003	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57403	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6145978 DATED 02/11/2016	\$0.00
3004	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57407	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6190808 DATED 02/07/2017	\$0.00
3005	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57411	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6190897 DATED 03/30/2016	\$0.00
3006	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57415	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6219217-0001 DATED 07/09/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3007	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57418	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6219424 DATED 11/03/2016	\$0.00
3008	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57419	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6219453 DATED 11/18/2016	\$0.00
3009	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57423	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6279676 DATED 07/19/2016	\$0.00
3010	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57426	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6412256 DATED 05/15/2016	\$0.00
3011	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57429	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND DETAILS FOR: 6626473 DATED 03/11/2016	\$0.00
3012	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57432	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND RIDER- BOND NO. 5831175 DATED 04/10/2008	\$0.00
3013	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57436	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND RIDER DATED 01/22/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3014	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57440	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND RIDER DATED 05/06/2014	\$0.00
3015	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57445	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) BOND RIDER DATED 07/31/2009	\$0.00
3016	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57448	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) CHANGE RIDER- BOND NO. 5724655 DATED 04/18/2011	\$0.00
3017	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57452	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) CHANGE RIDER DATED 03/24/2014	\$0.00
3018	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57454	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) CHANGE RIDER DATED 05/13/2014	\$0.00
3019	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57458; 57462	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) CHANGE RIDER DATED 11/01/2016	\$0.00
3020	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57469	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) INCREASE RIDER DATED 10/22/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3021	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57472	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) INDEMNITY BOND FOR UTILITY SERVICE FURNISHED BY RIVIERA UTILITIES DATED 08/08/2005	\$0.00
3022	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57485	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER/COMMERCIAL SURETY BOND DATED 11/06/2006	\$0.00
3023	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57499	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) UTILITY BOND DATED 06/16/2010	\$0.00
3024	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57503	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) UTILITY BOND DATED 10/10/2005	\$0.00
3025	SAFECO INSURANCE COMPANY OF AMERICA 4634 154TH PL NE REDMOND, WA 98052	57508	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) UTILITY BOND DATED 10/15/2003	\$0.00
3026	SAFECO INSURANCE COMPANY OF AMERICA PO BOX 34526 SEATTLE, WA 95124-1526	57494	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER/UTILITY DEPOSIT GUARANTY BOND DATED 03/19/2005	\$0.00
3027	SAFECO INSURANCE COMPANY OF AMERICA PO BOX 34526 SEATTLE, WA 98124-1526	57477	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER- BOND NO. 5863797 DATED 02/28/2007	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3028 SAFECO INSURANCE COMPANY OF AMERICA PO BOX 34526 SEATTLE, WA 98124-1526	57482	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER DATED 01/22/2004	\$0.00
3029 SAFECO INSURANCE COMPANY OF AMERICA PO BOX 34526 SEATTLE, WA 98124-1526	57489	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER/SURETY BOND DATED 09/08/2006	\$0.00
3030 SAFECO INSURANCE COMPANY PO BOX 34526 SEATTLE, WA 98124-1526	57326; 57330	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SURETY RIDER/TRANSACTION REPORT DATED 12/08/2004	\$0.00
3031 SAKAR INTERNATIONAL, INC. 195 CARTER DRIVE EDISON, NJ 08817	57511	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/13/2014	\$0.00
3032 SALARY.COM 610 LINCOLC STREET, NORTH BUILDING, SUITE 200 WALTHAM, MA 02451	57517	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT DATA SUBSCRIPTION AGREEMENT DATED 11/29/2016	\$4,564.38
3033 SALESFORCE.COM, INC. ONE MARKET SUITE 300 SAN FRANCISCO, CA 94105	57534	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 12/01/2016	\$0.00
3034 SALESFORCE.COM, INC. THE LANDMARK AT ONE MARKET SUITE 300 SAN FRANCISCO, CA 94105	57530	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 11/20/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3035	SALESFORCE.COM, INC. THE LANDMARK AT ONE SUITE 300 SAN FRANCISCO, CA 94105	54854	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 04/20/2016	\$0.00
3036	SALESFORCE.COM, INC. THE LANDMARK AT ONE SUITE 300 SAN FRANCISCO, CA 94105	54853	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 05/09/2016	\$0.00
3037	SALESFORCE.COM, INC. THE LANDMARK AT ONE SUITE 300 SAN FRANCISCO, CA 94105	54855	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 12/01/2016	\$0.00
3038	SALMCO JEWELRY CORP., D/B/A BAY SALES CO. 22 W. 32ND STREET, 16TH FLOOR NEW YORK, NY 10001	57538	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/18/2013	\$0.00
3039	SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY REGULATORY AGENCY 8840 E. CHAPAREL ROAD, SUITE 165 SCOTTSDALE, AZ 85250	57543	PAYLESS GOLD VALUE CO, INC.	AGENCY AGREEMENT VENDOR RENEWAL APPLICATION DATED 12/15/2015	\$0.00
3040	SALZANO, ELIZABETH ADDRESS ON FILE	58797	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3041	SALZANO, ELIZABETH ADDRESS ON FILE	58948	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3042	SANCHEZ, DANIELA ADDRESS ON FILE	58898	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3043	SANCHO, ROSSANA ADDRESS ON FILE	58648	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3044	SANLYSE LLC 185 NW SPANISH RIVER ROAD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431-4230	S# 2059	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2059) 2090 W GRAND RIVER AVE OKEMOS, MI	\$3,840.20
3045	SANRIO, INC. 2101 EL SEGUNDO BLVD., SUITE 105 ATTN: FRANK ROCA, COUNSEL EL SEGUNDO, CA 90245	57547	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 06/01/2016	\$0.00
3046	SANRIO, INC., FRANK ROCA, COUNSEL 2101 EL SEGUNDO BLVD; SUITE 105 EL SEGUNDO, CA 90245	57554	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 06/01/2016	\$0.00
3047	SANSONE FENTON PLAZA LLC C/O SANSONE GROUP LLC 120 S CENTRAL SUITE 500 ST LOUIS, MO 63105	S# 5305	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5305) FENTON PLAZA 53 FENTON PLAZA FENTON, MO	\$4,290.50
3048	SANTAK CORPORATION 202 4685 VALLEY DR. VANOOVER, V6J5M2 CANADA	57559	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3049 SANTAK CORPORATION 202 4685 VALLEY DR. VANOOVER, V6J5M2 CANADA	57563; 57566	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3050 SANTANA SHOES 800 N. SEPULVEDA BLVD. EL SEGUNDO, CA 90245	57571	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER BUYING AGENT AGREEMENT DATED 01/12/1999	\$0.00
3051 SARASTI SA DE CV CARR PURISIMA-CD M DOBLADO 1101 EL SALITRE PURISINA DEL RINCON, GUANAJUATO, MEXICO	57584	PAYLESS SHOESOURCE WORLDWIDE, INC.	CUSTOMER AGREEMENT SOURCING AGREEMENT DATED 06/20/2016	\$0.00
3052 SARASTI CARR PURISIMA-CD M DOBLADO 1101 EL SALITRE PURISIMA DEL RINCON, GIANAJUATO, MEXICO	57581	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 06/20/2016	\$0.00
3053 SARBAZI, SHABARA ADDRESS ON FILE	58652	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3054 SARTAIN, TIM J. ADDRESS ON FILE	58661	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3055 SARTAIN, TIM J. ADDRESS ON FILE	58680	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3056	SAS INSTITUTE INC. SAS CIRCLE BOX 8000 CARY, NC 27512	57589	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT SUPPLEMENT NUMBER 8 DATED 10/15/1991	\$0.00
3057	SAS INSTITUTE, INC. SAS CAMPUS DRIVE CARY, NC 27513	57593	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT SUPPLEMENT NUMBER 14 DATED 10/15/1995	\$0.00
3058	SAS INSTITUTE, INC. SAS CAMPUS DRIVE CARY, NC 27513	57597	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT SUPPLEMENT NUMBER 14 TO INSTITUTE PROGRAM PRODUCTS LICENSE AGREEMENT DATED 10/06/1995	\$0.00
3059	SAS INSTITUTE, INC. SAS CAMPUS DRIVE CARY, NC 27513	57601	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SUPPLEMENT 15 AND 16. DATED 08/13/1998	\$0.00
3060	SAS INSTITUTE, INC. SAS CAMPUS DRIVE CARY, NC 27513	57605	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SUPPLEMENT NUMBER 18 DATED 03/31/2008	\$0.00
3061	SAUCE LABS, INC. 539 BRYANT ST SUITE 303 SAN FRANCISCO, CA 94107	57609	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER FORM DATED 09/17/2016	\$0.00
3062	SAUCE LABS, INC. 539 BRYANT ST. SUITE 303 SAN FRANCISCO, CA 94107	57614	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER QUOTE ORDER FORM DATED 09/17/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3063 SAUCONY, INC. 191 SPRING STREET LEXINGTON, MA 02421	67888; 67897	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00
3064 SAUCONY, INC. 191 SPRING STREET LEXINGTON, MA 02421	49224; 49334	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3065 SAUL HOLDINGS LP 7501 WISCONSIN AVENUE SUITE 1500 C/O WINDHAM MANAGEMENT COMPANY BETHESDA, MD 20814-6522	S# 5596	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5596) LUMBERTON PLAZA 1636 ROUTE 38 LUMBERTON, NJ	\$2,993.00
3066 SAUL HOLDINGS LP C/O WINDHAM MGMT COMPANY 7501 WISCONSIN AVENUE SUITE 1500 BETHESDA, MD 20815-6522	S# 1689	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1689) SOUTHDAL S/C 10 MOUNTAIN RD GLEN BURNIE, MD	\$9,485.01
3067 SAUL SUBSIDIARY I LIMITED PARTNERSHIP 7501 WISCONSIN AVE SUITE 1500 C/O WINDHAM MANAGEMENT BETHESDA, MD 20814-6522	S# 5323	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5323) WHITE OAK S/C 11281 NEW HAMPSHIRE AVE SILVER SPRING, MD	\$9,937.44
3068 SAUNDERS, JULIANNE ADDRESS ON FILE	58616	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3069 SAVAGE, DARREL L. ADDRESS ON FILE	59112	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3070 SAVOURY, LETICIA ADDRESS ON FILE	59099	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3071 SAWATZKY, ROBERT ADDRESS ON FILE	59118	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3072 SBC 220 EAST 6TH STREET RM 120 ATTN: ACCOUNT TEAM FOR PAYLESS SHOESOURCE WORLDWIDE TOPEKA, KS 66603	57618	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER AGREEMENT DATED 03/05/2004 PLUS AMENDMENTS	\$0.00
3073 SCANNING AMERICA INC. 1440 NORTH 3RD STREET LAWRENCE, KS 66044	57621	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 09/10/2010	\$0.00
3074 SCANNING AMERICA INC. 1440 NORTH 3RD STREET, LAWRENCE, KS 66044	57625	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRICE QUOTE FOR SCANNING	\$0.00
3075 SCARBOROUGH TOWN CENTRE HOLDINGS INC. C/O OXFORD PROPERTIES GROUP ROYAL BANK PLAZA NORTH TOWER SUITE 900; TORONTO, ON M5J 2J2 CANADA	S# 6975	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6975) SCARBOROUGH TOWN CENTRE 300 BOROUGH DRIVE SCARBOROUGH, ON	\$6,389.68
3076 SCGIF II - IRON HORSE LLC C/O SHOPOFF REALTY INVESTMENTS LP ATTN: WILLIAM A SHOPOFF IRVINE, CA 92614	S# 2791	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2791) IRON HORSE SHOPPING CENTER 543 E PRATER WAY SPARKS, NV	\$1,500.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3077	SCHNEIDER NATIONAL CARRIERS, INC 3101 SOUTH PACKERLAND DRIVE GREEN BAY, WI 54313	57629	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 08/20/2001	\$0.00
3078	SCHOOL DISTRICT U-46 355 E. CHICAGO STREET ELGIN, IL 60120	57633	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/23/2013	\$0.00
3079	SCHOOL WAY CAFE PO BOX 2118 DELAND, FL 32721	57637	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/17/2015	\$0.00
3080	SCHUSTER, MICHAEL ADDRESS ON FILE	59061	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3081	SCHWARTZ, ROBERT ADDRESS ON FILE	59024	PAYLESS SHOESOURCE, INC.	SERVICE AGREEMENT RETIREMENT AGREEMENT	\$0.00
3082	SCHWINDLE, MICHAEL ADDRESS ON FILE	59021	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3083	SCI ITC SOUTH FUND LLC 9841 AIRPORT BLVD SUITE 700 C/O THE FESTIVAL COMPANIES LOS ANGELES, CA 90045	S# 3678	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3678) ITC CROSSING 30 INTERNATIONAL DRIVE FLANDERS, NJ	\$6,732.66

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3084	SCOTTS VALLEY PHASE II LP 1606 NORTH MAIN STREET SALINAS, CA 93906	S# 1544	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1544) SCOTTS VALLEY S/C 266A MOUNT HERMON RD SCOTTS VALLEY, CA	\$7,324.67
3085	SCS ATTN: JIM TIPTON 2640 NE HAGAN ROAD LEES SUMMIT, MO 64064	57649	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 05/01/2015	\$0.00
3086	SDC4 LLC C/O S-PM INC. 90 EAST 7200 SO. #200 MIDVALE, UT 84047	S# 2185	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2185) 729 KING ST SUITE 100 LAYTON, UT	\$6,150.00
3087	SEABOARD MARINE LTD 800 N.W. 79 AVE MIAMI, FL 33166	57654	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE CONTRACT DATED 01/01/2017	\$0.00
3088	SEAMANS, BRYAN K. ADDRESS ON FILE	58638	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3089	SEARIGHT, JERRY ADDRESS ON FILE	59123	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3090	SECURITYMETRICS, INC. 1275 WEST 1600 NORTH OREM, UT 84057	57661	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/13/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3091 SEJ PROPERTIES LP 319 S. ROBERTSON BLVD BEVERLY HILLS, CA 90211	S# 27	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #27) PLYMOUTH PARK SHOPPING CENTER 1735 N STORY RD IRVING, TX	\$6,077.53
3092 SEKHON, SIMERJEET ADDRESS ON FILE	58812	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3093 SELM, AMY B. ADDRESS ON FILE	58711	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3094 SEMBLER FAMILY PARTNERSHIP #41 LTD. C/O THE SEMBLER COMPANY ATTN: GREGORY S 5858 CENTRAL AVENUE ST. PETERSBURG, FL 33707	S# 256	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #256) NORTH SPRINGS PLAZA 9610 WESTVIEW DR CORAL SPRINGS, FL	\$0.00
3095 SERTOMA PO BOX 622 FORT WORTH, TX 76101	57668	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 10/08/2013	\$0.00
3096 SERVICENOW, INC. 2225 LAWSON LANE SANTA CLARA, CA 95054	54856	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 06/01/2016	\$0.00
3097 SERVICENOW.COM 12225 EL CAMINO REAL SUITE 100 ATTN: LEGAL COUNSEL SAN DIEGO, CA 92130	57677	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER LICENSE AGREEMENT DATED 06/01/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3098	SERVIN RIVERA, DAVID ADDRESS ON FILE	59174	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
3099	SESAME STREET 1 LINCOLN PLAZA NEW YORK, NY 10023	72240	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT FOR DISTRIBUTION RIGHTS	\$0.00
3100	SESAME WORKSHOP 1 LINCOLN PLAZA NEW YORK, NY 10023	72243	PAYLESS SHOESOURCE WORLDWIDE, INC.	AUTHORIZATION TO USE LOGOS.	\$0.00
3101	SESAME WORKSHOP 1 LINCOLN PLAZA NEW YORK, NY 10023	72237; 72241	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
3102	SESAME WORKSHOP 1 LINCOLN PLAZA NEW YORK, NY 10023	72245	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE TO CREATE, DEVELOP MANUFACTURE OR HAVE MANUFACTURED, MARKET, PROMOTE, ADVERTISE, DISTRIBUTE AND SELL THE LICENSED PRODUCTS	\$0.00
3103	SESAME WORKSHOP 1 LINCOLN PLAZA NEW YORK, NY 10023	57684	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SUBLICENSE CONSENT AGREEMENT DATED 06/01/2012	\$0.00
3104	SESAME WORKSHOP MAURA REGAN, VICE PRESIDENT, GLOBAL CONSUMER PRODUCTS ONE LINCOLN PLAZA NEW YORK, NY 10023	72331	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS TERM, ROYALTIES, GUARANTEES	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3105 SESAME WORKSHOP MAURA REGAN, VICE PRESIDENT, GLOBAL CONSUMER PRODUCTS ONE LINCOLN PLAZA NEW YORK, NY 10023	57681	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/01/2012 PLUS AMENDMENTS	\$38,207.69
3106 SESAME WORKSHOP MAURA REGAN, VICE PRESIDENT, GLOBAL CONSUMER PRODUCTS ONE LINCOLN PLAZA NEW YORK, NY 10023	72234	PAYLESS SHOESOURCE WORLDWIDE, INC.	RENEWAL OF LICENSE AGREEMENT	\$0.00
3107 SEVEN CORNERS CENTER LLC 7501 WISCONSIN AVENUE SUITE 1500 EAST C/O SAUL CENTERS INC MANAGER BETHESDA, MD 20814-6522	S# 5178	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5178) SEVEN CORNERS CENTER 6310 SEVEN CORNERS CENTER FALLS CHURCH, VA	\$11,997.55
3108 SEVIGNY, FORREST ADDRESS ON FILE	59012	PAYLESS SHOESOURCE DISTRIBUTION, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3109 SEWELL MOTOR EXPRESS COMPANY 370 DAVIDS DRIVE WILMINGTON, OH 45177	57688	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 08/17/2012	\$0.00
3110 SFI FORD CITY-CHICAGO LLC 1114 AVENUE OF THE AMERICAS 39TH FLOOR C/O ISTAR FINANCIAL INC NEW YORK, NY 10036	S# 1062	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1062) FORD CITY MALL 7601 S CICERO AVE CHICAGO, IL	\$1,784.56
3111 SFP POOL FOUR SHOPPING CENTERS LP 17800 N. LAUREL PARK DR #200C C/O SCHOSTAK BROTHERS & COMPANY LIVONIA, MI 48152	S# 123	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #123) 3025 1ST AVE SOUTH FORT DODGE, IA	\$4,392.42

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3112 SFP POOL FOUR SHOPPING CENTERS LP 17800 N. LAUREL PARK DR #200C C/O SCHOSTAK BROTHERS & COMPANY LIVONIA, MI 48152	S# 188	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #188) 50 LA FRENTZ LANE SUITE J MARSHALLTOWN, IA	\$2,897.64
3113 SFP POOL SIX LLC C/O SCHOSTAK BROTHERS & COMPANY INC 17800 LAUREL PARK DRIVE NORTH SUITE 200C LIVONIA, MI 48152	S# 70	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #70) WALMART CENTER 3410 AVE I SCOTTSBLUFF, NE	\$7,493.38
3114 SFP POOL TWO SHOPPING CENTERS LP 17800 N. LAUREL PARK DR #200C C/O SCHOSTAK BROTHERS & COMPANY LIVONIA, MI 48152	S# 79	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #79) 411 W AGENCY RD SUITE 6 WEST BURLINGTON, IA	\$1,866.67
3115 SFP POOL TWO SHOPPING CENTERS LP 17800 N. LAUREL PARK DRIVE SUITE 200C C/O SCHOSTAK BROTHERS & COMPANY LIVONIA, MI 48152	S# 308	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #308) SHAWNEE SHOPPING CENTER 4903 N UNION SHAWNEE, OK	\$5,036.38
3116 SFR PROPERTIES LLC 784 W. LAKE LANSING RD. EAST LANSING, MI 48823	S# 434	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #434) 5405 W SAGINAW HWY STE A LANSING, MI	\$3,225.75
3117 SHADRALL 2855 DUNN LP 50 TICE BLVD SUITE 320 WOODCLIFF LAKE, NJ 07677	S# 2456	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2456) DUNN CENTER 11225 W FLORISSANT AVE FLORISSANT, MO	\$3,234.25
3118 SHANGHAI BAOREN SHOE CO., LTD. 4589 YANGIAN ROAD QIGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	57693	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3119	SHANGHAI BAOREN SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	57341; 57343	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3120	SHANGHAI BAOREN SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN FENGXIAN, CHINA	57350; 57353	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3121	SHANGHAI BAOREN SHOE CO., LTD. 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	57347	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3122	SHANGHAI BAOREN SHOE CO., LTD., 4589 YANQIAN ROAD QINGCUN TOWN FENGXIAN COUNTRY SHANGHAI, CHINA	57357	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3123	SHANGHAI CELFIT LIMITED COMPANY 6F.-4, NO.255, SEC. 2, ZHONGSHAN RD., ZHONGHE DIST. NEW TAIPEI CITY, TAIWAN	57378; 57382	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3124	SHANGHAI CELFIT LIMITED COMPANY 6F.-4, NO.255, SEC. 2, ZHONGSHAN RD., ZHONGHE DIST., NEW TAIPEI CITY, TAIWAN	57374; 57376; 57386	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3125	SHANGHAI CELFIT LIMITED COMPANY NO. 1370 YU SHU ROAD SONG JIANG DISTRICT SHANGHAI, CHINA	57361	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT LETTER AUTHORIZING AGENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3126	SHANGHAI CELFIT LIMITED COMPANY NO. 1370 YU SHU ROAD SONG JIANG DISTRICT SHANGHAI, CHINA	57365; 57369; 57390; 57391	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3127	SHANGHAI GUANGWEI INDUSTRY COMMERCE CO. LTD NO. 1 EAST RD, GUANG MIN TOWN, FENG XIAO COUNTY SHANGHAI, CHINA	57395	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
3128	SHANGHAI HUIYING NO.2 SHOES FACTORY R16-18 NO.1 EAST ECONOMIC CITY PUJIANG TOWN, MINHANG DISTRICT SHANGHAI, CHINA	57401	COLLECTIVE BRANDS LOGISTICS, LIMITED	SERVICE CONTRACT SOURCING AGREEMENT DATED 10/07/2007	\$0.00
3129	SHANGYU HUALIAN SHOES CO., LTD. ROOM 2512, TIAN NING MANSION NO. 138 WEST ZHONGSHAN ROAD NINBO, ZHEJIANG, CHINA	57438	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3130	SHANGYU HUALIAN SHOES CO., LTD. ROOM 2512, TIAN NING MANSION NO. 138 WEST ZHONGSHAN ROAD NINGBO, ZHEJIANG, CHINA	57442; 57444; 57449; 57451	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3131	SHANGYU HUALIAN SHOES CO., LTD. SAN LIAN SONGXIA TOWN SHANGYU ZHEJIANG, CHINA	57406; 57410; 57413; 57431; 57434	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3132	SHANGYU HUALIN SHOES CO., LTD. SAN LIAN, SONGXIA TOWN, SHANG YU ZHEJIANG, P.R., CHINA	57456	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3133 SHAOXING TANGREN SHOES INDSTRY CO., LTD. NO.1368 XIANHU ROAD CHENGNAN NEW DISTRICT SHAOXING SHENGZHOU ZHEJIANG, CHINA	57460	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3134 SHAOXING TANGREN SHOES INDUSTRY CO., LTD NO.1368 XIANHU ROAD CHENGNAN NEW DISTRICT SHAOXING SHENGZHOU ZHEJIANG, CHINA	57466; 57468	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3135 SHAOXING TANGREN SHOES INDUSTRY CO., LTD. NO. 1368 XIANHU ROAD CHENGAN NEW DISTRICT SHAOXING SHENGZOU ZHEJIANG 312499, CHINA	57518; 57521	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 05/19/2015	\$0.00
3136 SHAOXING TANGREN SHOES INDUSTRY CO., LTD. NO. 1368 XIANHU ROAD CHENGNAN NEW DISTRICT SHAOXING SHENGZHOU ZHEJIANG, CHINA	57486	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3137 SHAOXING TANGREN SHOES INDUSTRY CO., LTD. NO. 1368, XIANHU ROAD, CHENGNAN NEW DISTRICT, SHAOXING SHENGZHOU ZHEJIANG, CHINA	57474; 57478; 57481	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3138 SHAOXING TANGREN SHOES INDUSTRY CO., LTD. NO.1368 XIANHU ROAD CHENGNAN NEW DISTRICT SHAOXING SHENGZHOU ZHEJIANG, CHINA	57491; 57495	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3139 SHAOXING TANGREN SHOES INDUSTRY CO., LTD. ROOM 2512, TIAN NING MANSION NO. 138 WEST ZHONGSHAN ROAD NINGBO, ZHEJIANG, CHINA	57500; 57504; 57506; 57512; 57514	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3140 SHAPE PROPERTIES (BRENTWOOD) CORP & BRENTWOOD TOWN CENTRE LP 2020 ONE BENTALL CENTRE 505 BURRARD STREET BOX 206 VANCOUVER, BC V7X 1M6 CANADA	S# 5855	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5855) BRENTWOOD TOWN CENTRE 4567 LOUGHEED HWY BURNABY, BC	\$1,418.63
3141 SHAVEMORE L.P. 8827 W SAM HOUSTON PARKWAY N SUITE 200 C/O NEWQUEST PROPERTIES HOUSTON, TX 77040	S# 272	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #272) SOUTHMORE VILLAGE SC 120 E SOUTHMORE PASADENA, TX	\$7,467.30
3142 SHEEHAN, VALERIE ADDRESS ON FILE	58903	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3143 SHEN, MAO-RVIN ADDRESS ON FILE	58672	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3144 SHEN, MAO-RVIN ADDRESS ON FILE	58683	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3145 SHENZHEN BAOCHUANGDA AND TECHNOLOGY CO. LTD. 21/F JINRUN BUILDING NO. 619 SHENNAN ROAD FUTIAN DISTRICT SHENZHEN, CHINA	57529	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/06/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3146	SHENZHEN HEFENG FOOTWEAR CO. LTD. NO. 338 SHEN SHEN ROAD LONGGANG TOWN SHENZHEN, CHINA	57533; 57535; 57560; 57565; 57568	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3147	SHENZHEN HEFENG FOOTWEAR CO. LTD. NO. 338 SHEN SHEN ROAD LONGGANG TOWN SHENZHEN, CHINA	57541; 57544	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
3148	SHENZHEN HEFENG FOOTWEAR CO. LTD. NO. 338 SHEN SHEN ROAD LONGGANG TOWN SHENZHEN, CHINA	57549; 57552; 57556	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3149	SHERWOOD MALL LLC 5250 CLAREMONT AVENUE C/O M&M STONE INC STOCKTON, CA 95207	S# 2766	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2766) SHERWOOD MALL 5308 PACIFIC AVE STOCKTON, CA	\$0.00
3150	SHIRLBY DAI, MERCHNDASER YIHENG SOUTH ROAD CHILING AREA DONGUANN, GUANGDONG, CHINA	57573	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT NEW MERCHANDISE AGENT, QUALITY ASSURANCE KEY INFORMATION DATED 11/19/2015	\$0.00
3151	SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57577	DYNAMIC ASSETS LIMITED	INTERCOMPANY SOURCING AGREEMENT SUPPLY AGREEMENT DATED 04/25/2000	\$0.00
3152	SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57590	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3153 SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57594	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 04/25/2000	\$0.00
3154 SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	42855	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
3155 SHOES AND CLOTHES FOR KIDS 3311 PERKINS AVENUE, SUITE 205 CLEVELAND, OH 44114	57598	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/30/2013	\$0.00
3156 SHOES FOR CREWS, LLC 1400 CENTREPARK BLVD. 3RD FL. WEST PALM BEACH, FL 33401	57602	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT SLIP RESISTANCE CLAIMS DATED 05/04/2011	\$0.00
3157 SHOPKO STORES 700 PILGRIM WAY GREEN BAY, WI 54307	57610	SHOE SOURCING, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT (MUTUAL DISCLOSURES) DATED 06/20/2012	\$0.00
3158 SHOPKO STORES 700 PILGRIM WAY GREEN BAY, WI 54307	57613	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT FOURTH AMENDMENT TO LICENSE AGREEMENT DATED 08/10/2010	\$0.00
3159 SHOPKO STORES 700 PILGRIM WAY PO BOX 19060 GREEN BAY, WI 54307-9060	57616	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/23/1999 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3160	SHOPPER TRAK 200 W MONROE STREET 11TH FLOOR CHICAGO, IL 60606	57619	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT BUSINESS ANALYTICS TRAFFIC SUBSCRIPTION AGREEMENT DATED 10/28/2011	\$244,000.00
3161	SHOPPER TRAK 200 W MONROE STREET 11TH FLOOR CHICAGO, IL 60606	57623	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CORPORATION PURCHASE AND SERVICES AGREEMENT DATED 10/01/2010 PLUS AMENDMENTS	\$0.00
3162	SHOPPERTRAK RCT CORPORATION 200 WEST MONROE SUITE 1100 CHICAGO, IL 60606	57635	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PURCHASE & SERVICES AGREEMENT DATED 10/01/2010	\$0.00
3163	SHOPPERTRAK RCT CORPORATION 200 WEST MONROE, SUITE 1100 CHICAGO, IL 60606	57639	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE SERVICE AGREEMENT DATED 10/01/2010 PLUS AMENDMENTS	\$0.00
3164	SHOPPERTRAK RCT CORPORATION 200 WEST MONROE, SUITE 1100 CHICAGO, IL 60606	57642	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM NO. 4 DATED 09/04/2014	\$0.00
3165	SHOPPERTRAK RCT CORPORATION 200 WEST MONROE, SUITE 1100 CHICAGO, IL 60606	57645	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM TO PURCHASE & SERVICES AGREEMENT DATED 10/01/2010	\$0.00
3166	SHOPPERTRAK RCT CORPORATION 200 WEST MONROE, SUITE 1100 CHICAGO, IL 60606	57648	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT BUSINESS ANALYTICS TRAFFIC SUBSCRIPTION AGREEMENT DATED 10/28/2011	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3167	SHOPPERTRAK RCT 233 SOUTH WACKER DRIVE, 41ST FLOOR CHICAGO, IL 60606	57631	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM NO. 6 TO PURCHASE & SERVICES AGREEMENT DATED 03/01/2016	\$0.00
3168	SHOPPERTRAK 200 WEST MONROE SUITE 1100 ATTN: CONTRACT ADMINISTRATOR CHICAGO, IL 60606	57627	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PURCHASE & SERVICES AGREEMENT DATED 10/01/2010 PLUS AMENDMENTS	\$0.00
3169	SHORT, MELISSA ADDRESS ON FILE	58963	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3170	SHORTT, JESSICA ADDRESS ON FILE	58909	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3171	SHOWALTER, SHANNON ADDRESS ON FILE	59173	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
3172	SIBO ARCHITECTURAL INC. 11155 BOUL. RAY LAWSON, ANJOU, QUEBEC, H1J 1M6 CANADA	57656; 57659	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT ASSIGNMENT OF MASTER CONSTRUCTION CONTRACT DATED 03/27/2014	\$0.00
3173	SIDNEY RICH ASSOCIATES, INC. 8300 MARYLAND AVE., CLAYTON, MO 63105	57664	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3174 SILCO FIRE AND SECURITY 4099 INDUSTRIAL LN. DAYTON, OH 45430	57669	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/30/2014	\$0.00
3175 SILVA, ALBERTO ADDRESS ON FILE	58739	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3176 SILVA, DONA ADDRESS ON FILE	58718	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3177 SILVERLAKE SORRENTO WEST LLC 4500 BISSONNET SUITE 300 C/O PRINCIPAL REAL ESTATE HOLDING COMPAN BELLAIRE, TX 77041	S# 2027	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2027) SILVERLAKE SHOPPING CENTER 3101 SILVERLAKE VILLAGE DRIVE PEARLAND, TX	\$7,635.58
3178 SIMEIO SOLUTIONS, LLC 55 IVAN ALLEN JR. BLVD SUITE 350 ATLANTA, GA 30308	49288	PAYLESS SHOESOURCE WORLDWIDE, INC.	SIMEIO MANAGED SERVICES ADDENDUM DATED 3/10/2017	\$0.00
3179 SIMPSON, LEEANNE ADDRESS ON FILE	58620	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3180 SIN VENTURES MIDWAY LP 150 S WACKER DRIVE SUITE 2725 CHICAGO, IL 60606	S# 6343	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6343) MIDWAY SHOPPING CENTER 1062 WYOMING AVENUE WYOMING, PA	\$1,968.67

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3181	SIRIUS COMPUTER SOLUTIONS INC. AND SIRIUS ENTERPRISES SYSTEM GROUP, LLC 613 N.W. LOOP 410 SUITE 1000 SAN ANTONIO, TX 78216	57678	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER SALES AGREEMENT DATED 09/30/1989	\$0.00
3182	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 ATTN: CONTRACTS DEPARTMENT SAN ANTONIO, TX 78216	72264	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER: 100 TOTALS 201 301 IBM SVCS	\$0.00
3183	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 ATTN: CONTRACTS DEPARTMENT SAN ANTONIO, TX 78216	72266	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER: JBOSS	\$0.00
3184	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 ATTN: CONTRACTS DEPARTMENT SAN ANTONIO, TX 78216	72272	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER: NYC VNxE	\$0.00
3185	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 ATTN: CONTRACTS DEPARTMENT SAN ANTONIO, TX 78216	72268	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER: RED HAT RENEWAL	\$0.00
3186	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 ATTN: CONTRACTS DEPARTMENT SAN ANTONIO, TX 78216	72270	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER: Z13 LA BOR	\$0.00
3187	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500 SAN ANTONIO,, TX 78216	57710	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE PR106351.1 - NGENIUS DATED 11/12/2015	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3188 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO, TX 78216	57717	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE PR95432.2 - STG: NS80 NAS REPLACEMENT DATED 09/18/2015	\$0.00
3189 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO, TX 78216	57724	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SYMANTEC RENEWAL DATED 01/15/2016	\$0.00
3190 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO,, TX 78216	57702	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT IBM SERVICES - 5 YR SEMI ANNUAL MAINTENANCE DATED 07/21/2015	\$0.00
3191 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO,, TX 78216	57706	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT IBM SVCS - EOS EXTENSION 1YR PPO MAINT AV090L DATED 03/21/2016	\$0.00
3192 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	49301	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOAN AGREEMENT DATED 1/29/2016	\$331,383.54
3193 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO, TX 78216	57686	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT NETSCOUT RENEWAL DATED 01/27/2015	\$0.00
3194 SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO, TX 78216	57698	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT REDHAT RENEWAL DATED 01/26/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3195	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO,, TX 78216	57683	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) LOAN AGREEMENT DATED 01/29/2016	\$0.00
3196	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO,, TX 78216	57690	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PPA RENEWAL DATED 11/24/2015	\$0.00
3197	SIRIUS COMPUTER SOLUTIONS, INC. 10100 REUNION PLACE, SUITE 500, SAN ANTONIO,, TX 78216	57694	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE PR104699.1 - NETWORKING DATED 11/04/2015	\$0.00
3198	SKAFF, YVETTE ADDRESS ON FILE	58721	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3199	SKBB INVESTMENTS C/O ZURICH INVESTMENT COMPANY 9595 WILSHIRE BLVD SUITE 401 BEVERLY HILLS, CA 90212	S# 5720	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5720) CENTERVILLE MARKETPLACE 312 N MARKETPLACE CENTERVILLE, UT	\$3,620.58
3200	SKECHERS USA, INC 228 MANHATTAN BEACH BLVD MANHATTAN BEACH, CA 90266	72346	PAYLESS INC.	SETTLEMENT AGREEMENT AND GENERAL RELEASE	\$0.00
3201	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57379	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND GENERAL RELEASE DATED 04/11/1998	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3202	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57389	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 02/10/2015	\$0.00
3203	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57393	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 03/10/2015	\$0.00
3204	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57397	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 03/16/2015	\$0.00
3205	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57400	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 07/21/2015	\$0.00
3206	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57404	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 09/05/2014	\$0.00
3207	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57409	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRODUCT DEVELOPMENT AGREEMENT DATED 11/21/2014	\$0.00
3208	SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	72344; 72345	PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3209 SKECHERS USA, INC 28 MANHATTAN BOULEVARD MANHATTAN, CA 90266	57738	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT CONFIDENTIAL SETTLEMENT COMMUNICATION DATED 05/15/2002	\$0.00
3210 SKIDDERS FOOTWEAR 10 WEST 33RD STREET, SUITE 800 NEW YORK, NY 10001	57421	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT	\$0.00
3211 SKIDDERS FOOTWEAR, INC. 10 WEST 33RD STREET, SUITE 910 NEW YORK, NY 10001-2909	57422	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 12/11/2013	\$0.00
3212 SKYLIGHT FINANCIAL, INC 1455 LINCOLN PARKWAY. SUITE 600 ATLANTA, GA 303346	57433	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/22/2010 PLUS AMENDMENTS	\$0.00
3213 SM SOUTHERN HILLS MALL LLC ATTN: MATTHEW PAWLOWSKI GM 4400 SERGEANT ROAD SUITE #317 SIOUX CITY, IA 51106	S# 2007	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2007) SOUTHERN HILLS MALL 4400 SARGEANT RD SIOUX CITY, IA	\$9,297.72
3214 SMART REAL ESTATE INC 520 W WILLOW STREET LONG BEACH, CA 90806	S# 588	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #588) SEVEN TREES SC 2334 STERLING AVE SAN BERNARDINO, CA	\$3,992.50
3215 SMARTBEAR 450 ARTISAN WAY, 4TH FLOOR SOMERVILLE, MA 02145	57441	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE ORDER DATED 02/03/2016 PLUS AMENDMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3216	SMARTREIT (AURORA NORTH II) INC & CALLOWAY REIT (AURORA NORTH) INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 7178	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7178) AURORA SMART CENTRES 91 FIRST COMMERCE DR AURORA, ON	\$312.78
3217	SMARTREIT (OAKVILLE) INC 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3 CANADA	S# 5836	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5836) OAKVILLE UPTOWN 275 HAYES BLVD OAKVILLE, ON	\$1,282.84
3218	SMARTREIT 700 APPLEWOOD CRESCENT VAUGHAN, ON L4K 5X3 CANADA	S# 5882	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5882) HANEY PLACE MALL 35 11900 HANEY PLACE MAPLE RIDGE, BC	\$1,270.43
3219	SMITH MOORE LEATHERWOOD 101 N Tryon St #1300 Charlotte, NC 28246	59277	PAYLESS SHOESOURCE, INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00
3220	SMITH THIMM & ASSOCIATES, LTD. ATTN: EDWARD THIMM 89 ROSELAWN AVENUE TORONTO, ON M4R 1E7 CANADA	57457	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT SERVICES AGREEMENT DATED 10/15/2015	\$0.00
3221	SMS, INC 9013-E PERIMETER WOODS DRIVE CHARLOTTE, NC 28216	57464	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TERMS AND CONDITIONS DATED 05/26/2010 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
3222	SNAGAJOB 4851 LAKE BROOK DRIVE GLENN VALLEY, VA 23060	51625	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES ORDER DATED 2/9/2017	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3223 SNOWDEN BROTHERS 500 YALE AVENUE 1ST FLOOR SEATTLE, WA 98109	57471	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/01/2014	\$0.00
3224 SNOWDEN BROTHERS, LLC 500 YALE AVENUE N. 1ST FLOOR SEATTLE, WA 98109	57475	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 07/15/2014	\$0.00
3225 SOASTA, INC. 444 CASTRO STREET SUITE 400 MOUNTAIN VIEW, CA 94041	57479	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SAAS AND SERVICES AGREEMENT DATED 01/29/2016 PLUS STATEMENTS OF WORK	\$0.00
3226 SOFFT SHOE COMPANY, LLC 124 WEST PUTNAM AVE. GREENWICH, CT 06830	57492	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT REVISED AGREEMENT DATED 04/15/2009	\$0.00
3227 SOFTEK INC 650 PLAZA SUITE 601 MUNEZ RIVERA AVENUE SAN JUAN, PR 00918	57497	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT FISCAL TERMINAL AGREEMENT DATED 05/26/2016	\$0.00
3228 SOLUTRAN, INC. C/O JOSEPH F. KELLER (OR SUCCESSOR(S)), PRESIDENT & CEO, 3600 HOLLY LANE, SUITE 60 PLYMOUTH, MN 55447	57510	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AGREEMENT FOR SERVICES DATED 11/19/2002 PLUS AMENDMENTS	\$0.00
3229 SOLUTRAN, INC. 13305 12TH AVENUE NORTH PLYMOUTH, MN 55441	57502	PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT MASTER ELECTRONIC PAYMENT AGREEMENT DATED 12/21/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3230 SOLUTRAN, INC. 13305 12TH AVENUE NORTH, PLYMOUTH, MN 55441	57507	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER ELECTRONIC PAYMENTS AGREEMENT DATED 03/24/2016	\$0.00
3231 SOMERSET COUNTY SHOPPING CENTER P.O. BOX 326 893 ROUTE 22 WEST C/O LEVIN MANAGEMENT CORP. PLAINFIELD, NJ 07061-0326	S# 5272	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5272) SOMERSET S/C 363 A US HWY 202/206 BRIDGEWATER, NJ	\$10,348.11
3232 SONA MANAGEMENT GROUP 4141 SOUTHWEST FREEWAY SUITE 470 HOUSTON, TX 70027	S# 284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #284) TARGET SHOPPING CENTER 204 HWY 332 WEST LAKE JACKSON, TX	\$6,643.95
3233 SONITROL 5875 KENNEDY ROAD MISSISSAUGA, ON L4Z 2G3 CANADA	49184	PAYLESS SHOESOURCE CANADA LP	INSTALLATION AND SERVICE AGREEMENT DATED 10/4/1999	\$0.00
3234 SOTHERN CALIFORNIA INDUSTRIAL EQUIPMENT, INC. 1511 RAILROAD STREET CORONA, CA 92880	57516	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/04/2015	\$0.00
3235 SOTO_BUITRAGO, VIVIANA ADDRESS ON FILE	58779	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3236 SOUTH BAY SPE LLC 1109 WESTWOOD BLVD C/O CAL-AMERICAN CORPORATION LOS ANGELES, CA 90024	S# 6471	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6471) SOUTH BAY PLAZA 900 PLAZA BLVD NATIONAL CITY, CA	\$8,857.83

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3237 SOUTH CHINA SHOES PRODUCTS CO., LTD. BLK C 6/F. WAH SHING CENTER 5 FUNG YIP STREET CHAIWAN HONG KONG, CHINA	57519; 57523; 57525; 57527; 57528; 57532	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3238 SOUTH CHINA SHOES PRODUCTS CO., LTD. BLK C 6/F. WAH SHING CENTER 5 FUNG YIP STREET CHAIWAN HONG KONG, CHINA	57536; 57539	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/20/2015	\$0.00
3239 SOUTH CHINA SHOES PRODUCTS CO., LTD. BLK C 6/F. WAH SHING CENTER 5 FUNG YIP STREET CHAIWAN HONG KONG, CHINA	57542; 57546	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 12/24/2014	\$0.00
3240 SOUTH LAKEVIEW PLAZA I LLC 120 S. CENTRAL AVE. SUITE 500 C/O SANSONE GROUP ST. LOUIS, MO 63105	S# 2000	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2000) SOUTH LAKEVIEW PLAZA S/C 4404 LEMAY FERRY RD SAINT LOUIS, MO	\$1,866.67
3241 SOUTH WHIT SHOPPING ASSOCIATES C/O BRESLIN REALTY 500 OLD COUNTRY ROAD GARDEN CITY, NY 11530	S# 5496	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5496) 330-U OREGON AVENUE PHILADELPHIA, PA	\$316.11
3242 SOUTHERN CALIFORNIA INDUSTRIAL EQUIPMENT 1511 RAILROAD STREET CORONA, CA 92880	57550	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/04/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3243 SOUTHGATE ASSOCIATES LLC 2721 TRANSIT ROAD SUITE 114 ELMA, NY 14059	S# 1089	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1089) SOUTHGATE PLAZA 1052 UNION RD WEST SENECA, NY	\$3,255.23
3244 SOUTHLAND MALL 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O ROUSE PROPERTIES NEW YORK, NY 10036-7703	S# 1144	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1144) SOUTHLAND MALL 339 SOUTHLAND MALL HAYWARD, CA	\$0.00
3245 SOUTHPOINTE COMMON CORPORATION SUITE #1 5528-1 STREET SE C/O RANCHO REALTY (1975) LTD CALGARY, AB T2H 2W9 CANADA	S# 6954	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6954) SOUTHPOINTE COMMONS 2004 50TH AVE RED DEER, AB	\$1,107.52
3246 SOUTHPORT 2013 LLC C/O HEIDENBERG PROPERTIES LLC 234 CLOSTER DOCK ROAD; ATTN: ROBERT HEID CLOSTER, NJ 07624	S# 4377	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4377) SOUTHPORT SC 999 MONTAUK HWY SHIRLEY, NY	\$16,932.90
3247 SOUTHWESTERN BELL TELEPHONE 1616 GUADALUPE ST ROOM 710 ATTN: CONTRACT INFORMATION MANAGEMENT AUSTIN, TX 78701	57557	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONFIRMATION OF SERVICE ORDER DATED 02/07/2003	\$0.00
3248 SP SOUTHPORT PLAZA LLC C/O MID-AMERICA REAL ESTATE-WISCONSIN LL 648 N PLANKINTON AVENUE SUITE 264 MILWAUKEE, WI 53203	S# 5083	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5083) SOUTHPORT PLAZA 7380 GREEN BAY ROAD KENOSHA, WI	\$9,678.95
3249 SPALDING, A DIVISION OF RUSSELL CORPORATION ATTENTION: PRESIDENT, 150 BROOKDALE DRIVE SPRINGFIELD, MA 01104	57562	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/01/2007	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3250	SPARKS GRF2 LLC C/O GERRITY GROUP 973 LOMAS SANTA FE DRIVE SOLANA BEACH, CA 92075	S# 4895	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4895) THE OUTLETS AT SPARKS 1320 E LINCOLN WAY SPARKS, NV	\$37,043.84
3251	SPECIAL DISPATCH OF CALIFORNIA INC 16330 PHOEBE AVE LA MIRADA, CA 90638	57570	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 11/06/2016	\$0.00
3252	SPECIAL DISPATCH ST LOUIS 5830 FEE FEE RD HAZELWOOD, MO 63042	57576	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 06/26/2006	\$0.00
3253	SPENCER, JANEINE ADDRESS ON FILE	59080	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3254	SPERRY TOP-SIDER, LLC 191 SPRING STREET LEXINGTON, MA 02421	67891; 67901	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00
3255	SPERRY TOP-SIDER, LLC 191 SPRING STREET LEXINGTON, MA 02421	49233; 49340	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3256	SPOKANE TEACHERS CREDIT UNION 1620 N SIGNAL DRIVE LIBERTY LAKE, WA 99019	S# 4068	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4068) 477123 HWY 95 N PONDERAY, ID	\$3,395.83

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3257	SPRING CREEK PLAZA LLC 150 EAST 58TH STREET C/O THE DEAN GROUP NEW YORK, NY 10155	S# 4115	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4115) STARRETT CITY SHOPPING CENTER 1360 PENNSYLVANIA AVE # 9 BROOKLYN, NY	\$8,167.05
3258	SPRING RIDGE LP C/O S RIDGE MANAGEMENT LLC 217 W SPRINGVILLE ROAD BOILING SPRINGS, PA 17007	S# 4949	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4949) BROADCASTING SQUARE SC 2779 PAPER MILL RD READING, PA	\$6,071.02
3259	SPRINGHILL - US19 LLC 16611 HUTCHINSON ROAD ODESSA, FL 33556	S# 5472	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5472) 1533 COMMERCIAL WAY SPRING HILL, FL	\$4,438.33
3260	SPRINGVILLE PLAZA I LLC 5406 W 11000 N; SUITE 103-313 C/O COMMERCIAL MANAGEMENT GROUP HIGHLAND, UT 84003	S# 2173	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2173) 552 SOUTH 1750 WEST 554 SUITE 554 SPRINGVILLE, UT	\$5,147.00
3261	SPRINT COM INC. ATTN: LEASE ADMINISTRATION KSOPHT0101-Z2000 6391 SPRINT PKWY OVERLAND PARK, KS 66251-2000	S# 7067	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #7067) 2005 MT ZION RD MORROW, GA	\$0.00
3262	SPRINT SOLUTIONS, INC 6360 SPRINT PKWY OVERLAND PARK, KS 66251	57592	PAYLESS SHOESOURCE, INC.	CUSTOMER AGREEMENT SPECIAL CUSTOMER ARRANGEMENT DATED 10/14/2008	\$0.00
3263	SPRINT SOLUTIONS, INC 6360 SPRINT PKWY OVERLAND PARK, KS 66251	57596	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CONVERGED NETWORK SOLUTIONS AGREEMENT DATED 01/05/2010	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3264 SPRINT SOLUTIONS, INC 6360 SPRINT PKWY OVERLAND PARK, KS 66251	57599	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CUSTOM SERVICE AGREEMENT DATED 04/28/2008 PLUS AMENDMENTS	\$0.00
3265 SPRINT SOLUTIONS, INC. 6360 SPRING PKWY OVERLAND PARK, KS 66251	57607	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT CUSTOM SERVICE AGREEMENT DATED 04/28/2008	\$0.00
3266 SPRINT SOLUTIONS, INC. 5454 W. 110TH STREET OVERLAND PARK, KS 66211	57603	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CUSTOM SERVICE AGREEMENT DATED 09/08/2005 PLUS AMENDMENTS	\$0.00
3267 SPRINT WIRELESS 6160 SPRINT PARKWAY OVERLAND PARK, KS 66251	72273	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO CUSTOM SERVICE AGREEMENT	\$0.00
3268 SPRUCE CENTER LANDS LTD C/O CRESTWALL REALTY INC MAILBOX 4-6011 NO 3 ROAD RICHMOND, BC V6Y 2B2 CANADA	S# 4704	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4704) 96 CAMPSITE RD SPRUCE GROVE, AB	\$1,128.15
3269 SQUARE ONE PROPERTY CORPORATION C/O ROYAL BANK PLAZA NORTH TOWNER 200 BAY STREET SUITE 900; ATTN: VICE PRE TORONTO, ON M5J 2J2 CANADA	S# 5804	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5804) SQUARE ONE SHOPPING CENTRE 100 CITY CENTRE DRIVE MISSISSAUGA, ON	\$4,946.90
3270 SQUIRES, CATHERINE ADDRESS ON FILE	58912	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3271 S-R GENESIS LTD. PO BOX 9068 AMARILLO, TX 79105	S# 5234	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5234) 2600 SONCY ROAD AMARILLO, TX	\$6,528.43
3272 SR HOLDINGS, LLC 191 SPRING STREET LEXINGTON, MA 02421	49227; 49336	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3273 SR HOLDINGS, LLC. 191 SPRING STREET LEXINGTON, MA 02421	67889; 67898	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00
3274 SRF2 TRURO MALL INC 245 ROBIE STREET ADMINISTRATION OFFICE TRURO, NS B2N 5N6 CANADA	S# 5990	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5990) TRURO MALL 245 ROBIE STREET TRURO, NS	\$659.03
3275 SRF4 PEMBROKE MALL INC C/O STRATHALLEN PROPERTY MANAGEMENT INC; 1100 PEMBROKE STREET EAST PEMBROKE, ON K8A 6Y7 CANADA	S# 6962	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6962) PEMBROKE MALL 1100 PEMBROKE ST EAST PEMBROKE, ON	\$950.23
3276 SRL, LLC 191 SPRING STREET LEXINGTON, MA 02421	67890; 67899	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00
3277 SRL, LLC 191 SPRING STREET LEXINGTON, MA 02421	49229; 49338	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3278 SSI NORTHSIDE LLC 5111 MARYLAND WAY #201 C/O SSI MANAGEMENT LLC BRENTWOOD, TN 37027	S# 1393	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1393) NORTHSIDE MARKETPLACE 2277 GALLATIN PIKE N MADISON, TN	\$3,435.42
3279 ST ALBERT CENTRE HOLDING INC 1 ADELAIDE STREET EAST SUITE 900; PO BOX C/O PRIMARIS MANAGEMENT INC TORONTO, ON M5C 2V9 CANADA	S# 5846	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5846) ST ALBERT CENTRE 375 ST ALBERT TRAIL ST. ALBERT, AB	\$1,738.69
3280 ST. CLOUD EQUITIES LLC 5728 MAJOR BLVD SUITE 505 ORLANDO, FL 32819	S# 730	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #730) SAINT CLOUD COMMONS 4554 13TH ST SAINT CLOUD, FL	\$6,607.60
3281 ST. JOSEPH THE WORKER P.O. BOX 13503 PHOENIX, AZ 85002	57612	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/28/2014	\$0.00
3282 STAAB, CODY ADDRESS ON FILE	59053	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3283 STAATLICHES HOFBRUHAUS IN MUNCHEN HOFBRAUALLEE 1 81829 MUNICH, GERMANY	57615	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT COEXISTENCE AND CONSENT AGREEMENT DATED 09/30/2016	\$0.00
3284 STAFFMARK HOLDINGS INC. 435 ELM STREET CINCINNATI, OH 45202	57624	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 04/01/2014 PLUS AMENDMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3285	STAFFMARK HOLDINGS, INC. 435 ELM STREET CINCINNATI, OH 45202	51654	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT #1 TO MASTER TEMPORARY SERVICES AGREEMENT DATED 06/04/2014	\$0.00
3286	STAFFMARK HOLDINGS, INC. 435 ELM STREET CINCINNATI, OH 45202	57628	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT DATED 06/21/2013	\$0.00
3287	STAGE COACH CARTAGE & DISTRIBUTION, INC 12415 ROJAS DR, EL PASO, TX 79927	57636	PAYLESS SHOESOURCE WORLDWIDE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 12/09/2007	\$0.00
3288	STAGG RESTAURANTS LLC DBA MCDONALD'S 8507 SPEEDWAY SAN ANTONIO, TX 78230	57641	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/06/2013	\$0.00
3289	STANDAR LP 433 NORTH CAMDEN DRIVE SUITE 1070 C/O BLACK EQUITIES GROUP LTD BEVERLY HILLS, CA 90210	S# 2529	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2529) 3230 W DAVIS ST DALLAS, TX	\$2,855.57
3290	STANIC CONSULTING INC. 2138 NW 52 STREET BOCA RATON, FL 33496	57646	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT STATEMENT OF WORK #001 DATED 11/14/2016	\$0.00
3291	STANLEY SECURITY 9998 CROSSPOINT BLVD SUITE 300 INDIANAPOLIS, IN 46256	49194	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SCHEDULE OF SERVICE AND PROTECTION - EDC & WDC DATED 12/9/2015	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3292	STAR DEVELOPMENT CORPORATION 244 WEST MILL STREET SUITE 101 LIBERTY, MO 64068	S# 4174	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4174) WILSHIRE PLAZA SC 8418 N CHURCH RD KANSAS CITY, MO	\$7,231.90
3293	STATEWIDE TRANSPORT 12047 OLD BATON ROGUEHWY HAMMOND, LA 70403	57651	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 06/16/2013	\$28,714.81
3294	STATSEEKER 320 ADELAIDE STREET SUITE 3, LEVEL 4 BRISBANE, 4000 AUSTRALIA	72282	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT	\$0.00
3295	STEAMTOWN 300 LLC LEXINGTON REALTY 911 EAST COUNTY LINE ROAD SUITE 203 LAKEWOOD, NJ 08701	S# 4844	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4844) THE MALL AT STEAMTOWN 116 THE MALL AT STEAMTOWN SCRANTON, PA	\$3,377.49
3296	STEELE, SUSAN ADDRESS ON FILE	58624	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3297	STEPHENS, JASON ADDRESS ON FILE	59069	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3298	STOCKBRIDGE COURTLAND CENTER LLC G-4190 E COURT STREET BURTON, MI 48059	S# 3988	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3988) COURTLAND CENTER 4190 E COURT ST BURTON, MI	\$1,394.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3299 STOCKYARDS (PRINCE ALBERT) LIMITED PARTNERSHIP 12420-102 AVENUE NW EDMONTON, AB T5N 0M1 CANADA	S# 5980	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5980) CORNERSTONE PRINCE ALBERT 800-15TH ST EAST PRINCE ALBERT, SK	\$978.72
3300 STONE MOUNTAIN SQUARE SHOPPING CENTER LLC COLLIERS INTERNATIONAL MANAGEMENT - ATLA 1230 PEACHTREE STREET NE PROMENADE SUITE ATLANTA, GA 30309-3574	S# 5700	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5700) STONE MOUNTAIN SQUARE 5370 US HWY 78 STONE MOUNTAIN, GA	\$515.48
3301 STONE ROAD MALL HOLDINGS INC 1 ADELAIDE STREET EAST SUITE 900 PO BOX C/O PRIMARIS MANAGEMENT INC TORONTO, ON M5C 2V9 CANADA	S# 4722	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4722) STONE RD MALL 435 STONE RD WEST GUELPH, ON	\$1,779.65
3302 STONEFIELD (FORT SASKATCHEWAN) LIMITED PARTNERSHIP 12420-102 AVENUE NW EDMONTON, AB T5N 0M1 CANADA	S# 4738	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4738) CORNERSTONE FT SASKATCHEWAN 115 CORNERSTONE 8701 94TH STREET FORT SASKATCHEWAN, AB	\$851.01
3303 STOUGHTON TRUCKING INC 101 ACADEMY STOUGHTON, WI 53589	57662	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT TRANSPORTATION SERVICE AGREEMENT FOR LINE HAUL TRANSPORTATION SERVICE DATED 12/29/2011	\$0.00
3304 STOUT, CYNTHIA ADDRESS ON FILE	58769	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3305 STREET PLAYERS HOLDING CORPORATION 826 MAJORCA PLACE LOS ANGELES, CA 90049	57666	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/20/2013	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3306 STRELLCI, ADELINA ADDRESS ON FILE	58819	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3307 STRIDE RITE CHILDRENS GROUP, LLC 191 SPRING STREET LEXINGTON, MA 02421	67893; 67903	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00
3308 STRIDE RITE CHILDRENS GROUP, LLC 191 SPRING STREET LEXINGTON, MA 02421	49235; 49342	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3309 STROHMAIER, RICHARD ADDRESS ON FILE	58736	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3310 STROHMAIER, RICHARD ADDRESS ON FILE	58877	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3311 STROME, CARRIE ADDRESS ON FILE	58914	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3312 STUDENT PRICE CARD LTD. 999 EDGELEY BLVD. UNIT 1 ATTENTION: LEGAL COUNSEL VAUGHN, ON L4L 8W1 CANADA	57696	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT LOYALTY SERVICE AGREEMENT DATED 08/01/2015 PLUS AMENDMENTS	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3313 STUDENT PRICE CARD LTD. 999 EDGELEY BLVD. UNIT 1 ATTN: LEGAL COUNSEL VAUGHAN, ON L4K 5Z4 CANADA	57675	PAYLESS SHOESOURCE CANADA LP	DISTRIBUTION AGREEMENT DISTRIBUTORSHIP AGREEMENT DATED 08/01/2016	\$0.00
3314 STUDENT PRICE CARD LTD. 999 EDGELEY BLVD. UNIT 1 ATTN: LEGAL COUNSEL VAUGHAN, ON L4L 8W1 CANADA	57692	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT LOYALTY SERVICE AGREEMENT DATED 08/01/2016	\$0.00
3315 STUDENT PRICE CARD LTD. 999 EDGELEY RD UNIT 1 VAUGHAN, ON L4K 5Z4 CANADA	57680	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT AGREEMENT TO EXTEND DATED 02/08/2017	\$0.00
3316 SUBWAY REAL ESTATE SUBWAY DEVELOPMENT/MARWAHA GROUP 20501 VENTURA BLVD. SUITE 252 WOODLAND HILLS, CA 91364	S# 7072	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #7072) 2200 WHITE LANE BAKERSFIELD, CA	\$0.00
3317 SULIK, MELISSA ADDRESS ON FILE	58628	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3318 SULPHUR PARTNERS LTD PO BOX 3449 C/O BEER WELLS REAL ESTATE SERVICES LONGVIEW, TX 75606	S# 2265	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2265) CENTER AT SULPHUR SPRINGS 1402 MOCKINGBIRD LN SULPHUR SPRINGS, TX	\$1,425.67
3319 SUMMITTWOODS SPE LLC ONE EAST WASHINGTON SUITE 300 C/O RED DEVELOPMENT LLC PHOENIX, AZ 85004	S# 1406	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1406) SUMMITWOOD CROSSING 1734 NW CHIPMAN RD LEES SUMMIT, MO	\$8,786.48

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3320 SUMO LOGIC, INC. ATTN: TAMMY SEXTON 305 MAIN STREET, 3RD FLOOR REDWOOD CITY, CA 94063	57712	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICE AGREEMENT DATED 01/02/2013 PLUS STATEMENTS OF WORK	\$57,455.49
3321 SUN LIFE ASSURANCE COMPANY OF CANADA ONE SUN LIFE EXECUTIVE PARK SC 1307 ATTN: REAL ESTATE INVESTMENTS WELLESLEY HILLS, MA 02481	S# 1790	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1790) VILLAGE WEST SHOPPING CENTER 8555 W BELLEVIEW AVE LITTLETON, CO	\$5,814.33
3322 SUN LIFE ASSURANCE COMPANY 225 KING ST S TORONTO, ON N2J 4C5 CANADA	50061; 50065; 50069; 50074	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PSS CANADA, INC.	PROPERTY - CANADA POLICY NUMBER COM 047201595	\$0.00
3323 SUN LIFE OF CANADA PO BOX 2010 STN WATERLOO WATERLOO, ON N2J0A6	57716	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIAL DATA RELEASE AND INDEMNIFICATION AGREEMENT DATED 09/18/2000	\$0.00
3324 SUN 'N' SAND ACCESSORIES I, LTD. 1813 109TH STREET GRAND PRAIRIE, TX 75050	57719	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/08/2013	\$0.00
3325 SUNFLOWER MARKETING 3601 SW 29TH STREET SUITE 127 TOPEKA, KS 66614	57723	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS DATED 03/11/2014	\$0.00
3326 SUNLAKES INVESTMENT LLC 41 E. FOOTHILL BLVD SUITE 105 C/O MARY SUE SCHEIDLER ARCADIA, CA 91006	S# 3520	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3520) SUN LAKES VILLAGE 300 S HIGHLAND SPRINGS AVE BANNING, CA	\$5,598.10

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3327	SUNLIFE ASSURANCE COMPANY OF CANADA & RIOCAN HOLDINGS INC 15047A STONY PLAIN ROAD NW C/O RIOCAN MANAGEMENT INC EDMONTON, AB T5P 4W1 CANADA	S# 4739	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4739) WEST PLAIN CENTRE 18457 STONY PLAIN RD NW EDMONTON, AB	\$1,069.63
3328	SUNLIFE FINANCIAL 227 KING ST. SOUTH PO BOX 1601 WATERLOO, ON N2J 4C5	51620	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2006	\$0.00
3329	SUNRIDGE MALL HOLDINGS INC 1 ADELAIDE STREET EAST SUITE 900; PO BOX C/O PRIMARIS MANAGEMENT INC TORONTO, ON M5C 2V9 CANADA	S# 5892	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5892) SUNRIDGE MALL 2525 36 STREET NE CALGARY, AB	\$2,502.35
3330	SUP I WAMPANOAG LLC C/O STERLING RETAIL SERVICES INC; ATTN: 340 ROYAL POINCIANA WAY SUITE 316 PALM BEACH, FL 33480	S# 4500	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4500) WAMPANOAG PLAZA 1925 PAWTUCKET AVE EAST PROVIDENCE, RI	\$5,107.66
3331	SURENDRAN, NITHIN ADDRESS ON FILE	59130	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3332	SURREY CC PROPERTIES INC 10153 KING GEORGE BOULEVARD; (2153 CENTR C/O BLACKWOOD PARTNERS MANAGEMENT COMPAN SURREY, BC V3T 2W1 CANADA	S# 5858	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5858) CENTRAL CITY SHOPPING CENTRE 2170 CENTRAL CITY SURREY, BC	\$1,429.50
3333	SURVEY CONNECT 5480 VALMONT RD BOULDER, CO 80302	57727	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3334 SUSO 3 AUGUSTA LP C/O SLATE ACQUISITIONS INC 121 KING STREET WEST SUITE 200 TORONTO, ON M5H 3T9 CANADA	S# 1708	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1708) 314 E MARTINTOWN RD SPACE 2 NORTH AUGUSTA, SC	\$2,725.70
3335 SUSO 3 RIVERDALE LP C/O SLATE US OPPORTUNITY (NO. 3) HOLDING 121 KING STREET WEST SUITE 200 TORONTO, ON M5H 3T9 CANADA	S# 1695	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1695) MERCHANTS SQUARE S/C 7119 HIGHWAY 85 RIVERDALE, GA	\$3,660.67
3336 SUTTER HEALTH C/O CUSHMAN AND WAKEFIELD 100 DRAKES LANDING ROAD SUITE 210 GREENBRAE, CA 94904	S# 4020	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4020) MARIN SQUARE SHOPPING CENTER 75L BELLAM BLVD SAN RAFAEL, CA	\$6,255.63
3337 SWANEY , MICHAEL ADDRESS ON FILE	57730	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 04/19/2010	\$0.00
3338 SYDNEY PARTNERS LLC 1055 ST. CHARLES AVE SUITE 701 C/O PROPERTY MANAGEMENT GROUP NEW ORLEANS, LA 70130-3942	S# 304	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #304) GREAT RIVER RD SC 287 SARGENT PRENTISS DR NATCHEZ, MS	\$2,933.50
3339 SYMBOL TECHNOLOGIES ONE SYMBOL PLAZA ATTENTION: MANAGER, CONTRACTS AND ORDER SERVICES, M/S A-39 HOLSVILLE, NY 11742	72283	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER	\$0.00
3340 SYOSOFT CORPORATION 60 ST. JOHNS RD. JOHNSON, VT 05656	57745	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3341	SYSTEMS PLUS PRIVATE LIMITED HIRANANBANI HOUSE SARASWAT LANE SANTACRUZ WEST, OFF LINK ROAD, MUMBAI, 40054 INDIA	57747	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 02/02/2015	\$0.00
3342	SYSTEMS PLUS PRIVATE LIMITED RAVIRAJ HOUSE SARASWAT LANE SANTACRUZ WEST, OFF LINK ROAD, MUMBAI, 400054 INDIA	57751	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 04/18/2015	\$0.00
3343	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE SARARWAT LANE SANTA CRUZ WEST, OFF LINK ROAD, 400054 INDIA	57772	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 06/12/2009	\$0.00
3344	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE SARASWAT LANE SANTA CRUZ WEST OFF LINK ROAD, 400054 INDIA	57777	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 12/26/2009	\$0.00
3345	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE SARASWAT LANE SANTACRUZ WEST MUMBAI, 400054 INDIA	57758	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT EQUIPMENT SCHEDULE CONTRACT CHANGES DATED 04/04/2008	\$0.00
3346	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE SARASWAT LANE SANTACRUZ WEST, OFF LINK ROAD MUMBAI, 400054 INDIA	57761	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 06/12/2009 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3347	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE, SERASWAT LANE, SANTACRUZ WEST, OFF LINK ROAD MUMBAI, 400054 INDIA	57755	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 03/10/2010	\$0.00
3348	SYSTEMS PLUS SOLUTIONS HIRANANDANI HOUSE, SERASWAT LANE, SANTACRUZ WEST, OFF LINK ROAD MUMBAI, 400054 INDIA	57766	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 06/01/2009	\$0.00
3349	SYSTEMS PLUS TECHNOLOGIES HIRANANDANI HOUSE SARASWAT LANE SANATCRUZ WEST, OFF LINK ROAD, MUMBAI, 400054 INDIA	57427	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER STATEMENT OF WORK DATED 02/23/2011	\$0.00
3350	SYSTEMWARE INC 15601 DALLAS PKWY, SUITE 1000 ADDISON, TX 75001	57430	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SCHEDULE A-1 TO PROGRAM PRODUCT LICENSE AGREEMENT DATED 12/27/2006	\$0.00
3351	SYTEMS PLUS SOLUTIONS HIRANANDANI HOUSE SARASWAT LANE SANTACRUZ WEST, OFF LINK ROAD, 400054 INDIA	57435	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 12/24/2009	\$0.00
3352	SZYLKIN, SARA ADDRESS ON FILE	58918	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3353	T.J. DEVELOPMENT COMPANY C/O FRANK HALL 3 MILLICAN COURT MARTINEZ, CA 94553-9786	S# 1091	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1091) TRANCAS JEFFERSON CENTER 1303 TRANCAS ST NAPA, CA	\$17,334.75

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3354 TABUACO, HELENA ADDRESS ON FILE	59125	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3355 TAGGART, LAURA ADDRESS ON FILE	58654	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3356 TAIJIE SHOES CO., LTD. NO. 19 GUANGCHANG ROAD HUANGBU TOWN HUIZHOU CITY GUANGDONG, CHINA	57439; 57443; 57446; 57450	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 04/11/2016	\$0.00
3357 TAIZHOU BAOLITE SHOES CO., LTD MUYU ADMINISTRATION AREA ZEGUO TOWN WENLING CITY ZHEJIANG PROVINCE, CHINA	57459	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3358 TAIZHOU BAOLITE SHOES CO., LTD MUYU ADMINISTRATION AREA, ZEGUO TOWN WENLING CITY, ZHEJIANG PROVINCE, CHINA	57463; 57465	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3359 TAIZHOU BAOLITE SHOES CO., LTD MUYU ADMINISTRATION AREA ZEGUO TOWN ZHEJIANG PROVINCE WENLING CITY, CHINA	57455	DYNAMIC ASSETS LIMITED	SERVICE CONTRACT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3360 TAIZHOU BAOLITE SHOES CO., LTD. MUYU ADMINISTRATION AREA ZEGUO TOWN WENLING CITY ZHEJIANG PROVINCE, CHINA	57473; 57476	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3361 TAIZHOU BAOLITE SHOES CO., LTD. MUYU ADMINISTRATION AREA ZEGUO TOWN, CHINA	57470	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3362 TAIZHOU BAOLITE SHOES CO., LTD. MUYU ADMINISTRATION AREA ZEGUO TOWN, WENLING CITY ZHEJIANG PROVINCE, CHINA	57480; 57483; 57487; 57490	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3363 TAIZHOU QIJIANG SHOES CO., LTD. NO. 2 HUICHUAN WANG INDUSTRIAL AREA HENG FENG TOWN WENLING ZHEJIANG, CHINA	57493; 57496	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3364 TAKECARE INSURANCE COMPANY, INC. PO BOX 6578 TAMUNING, GUAM 96931	51611	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
3365 TANGOE, INC. ATTN: LEGAL 35 EXECUTIVE BLVD. ORANGE, CT 6477	57509	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICE AGREEMENT DATED 12/22/2014 PLUS STATEMENTS OF WORK	\$0.00
3366 TANGOE, INC. ATTN: LEGAL 35 EXECUTIVE BLVD. ORANGE, CT 6477	57501	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/22/2014	\$0.00
3367 TANGOE, INC. ATTN: LEGAL 35 EXECUTIVE BLVD. ORANGE, CT 6477	57505	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SCHEDULE OF WORK AMENDMENT (FIRST) DATED 12/22/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3368	TANURB (FESTIVAL MARKETPLACE) INC. C/O FESTIVAL MARKETPLACE 56 TEMPERANCE STREET 7TH FLOOR TORONTO, ON M5H 3V5 CANADA	S# 6938	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6938) STRATFORD FESTIVAL MARKETPLACE 1067 ONTARIO ST STRATFORD, ON	\$1,438.08
3369	TANYA CREATIONS INC ATTN: PETER WALLICK 360 NARRAGANSETT PARK DRIVE EAST PROVIDENCE, RI 0216	57513; 57515	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/02/2008	\$0.00
3370	TARGET CORPORATION 33 SOUTH SIXTH STREET MINNEAPOLIS, MN 55402	57520	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 03/13/2009	\$0.00
3371	TARGET CORPORATION 1000 NICOLLET MALL ATTN: PROPERTY ADMINISTRATION MINNEAPOLIS, MN 55403	S# 3479	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3479) FRAMINGHAM MALL 400 COCHITUATE RD FRAMINGHAM, MA	\$7,512.70
3372	TARGETBASE 7850 N. BELT LINE ROAD ATTN: DEAN PILKINGTON IRVING, TX 75063	57531	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 03/08/2007	\$0.00
3373	TATMAN, JASON ADDRESS ON FILE	58762	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3374	TAX COMPLIANCE INC 10089 WILLOW CREEK ROAD SUITE 300 SAN DIEGO, CA 92131	57537	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AND SUPPORT AGREEMENT DATED 09/29/2011	\$9,320.39

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3375 TAX-AIR 5975 SOUTH HOWELL AVENUE MILWAUKEE, WI 53207-0911	57540	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 07/07/2002	\$0.00
3376 TBC NOMINEE INC C/O 20 VIC MANAGEMENT INC ONE QUEEN STREET EAST SUITE 300 BOX 88 TORONTO, ON M5C 2W5 CANADA	S# 5896	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5896) THE BAY CENTRE 300-1150 DOUGLAS ST VICTORIA, BC	\$2,156.90
3377 TCC CORPORATE CONSULTING LLC 1701 FUNNY CIDE DRIVE WAXHAW, NC 27173	57572	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONSULTING SERVICES AGREEMENT DATED 10/17/2016 PLUS STATEMENTS OF WORK	\$0.00
3378 TCC CORPORATE CONSULTING LLC 1701 FUNNY CIDE DRIVE WAXHAW, NC 27173	57575	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK #001 DATED 10/17/2016	\$0.00
3379 TCFE INTERNATIONAL CO., LTD. RM 804SINO CENTRE 582-592 NATHAN RD KIN HONG KONG, HONG KONG	57580	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
3380 TCFE INTERNATIONAL CO., LTD. RM 804SINO CENTRE 582-592 NATHAN RD KIN HONG KONG, HONG KONG	57582	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
3381 TCI LEASING AND RENTALS ATTN: VP - LEGAL 4950 TRIGGS ST. COMMERCE, CA 90022	57587	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/01/2015 PLUS AMENDMENTS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3382	TCI LEASING AND RENTALS ATTN: VP - LEGAL 4950 TRIGGS ST. COMMERCE, CA 90022	57591	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/16/2015	\$0.00
3383	TCI LEASING/RENTAL ATTN: VP - LEGAL 4950 TRIGGS ST. COMMERCE, CA 90022	57595	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/30/2015	\$0.00
3384	TCI LEASING/RENTALS ATTN: VP - LEGAL 4950 TRIGGS ST. COMMERCE, CA 90022	57600	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/30/2015 PLUS STATEMENTS OF WORK	\$0.00
3385	TCI LEASING/RENTALS ATTN: VP - LEGAL 4950 TRIGGS ST. COMMERCE, CA 90022	57604	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PREVENTATIVE MAINTENANCE AGREEMENT DATED 10/26/2015	\$0.00
3386	TEALIUM, INC. 11095 TORREYANA ROAD SAN DIEGO, CA 92121	57608	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 11/02/2016	\$0.00
3387	TEALIUM, INC. 11095 TORREYANA ROAD SAN DIEGO, CA 92121	57611	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT SERVICE ORDER DATED 12/09/2016	\$0.00
3388	TECHNOLOGY RECOVERY GROUP 31390 VIKING PARKWAY WESTLAKE, OH 44145	72370	PAYLESS SHOESOURCE DISTRIBUTION, INC.	STATEMENT OF WORK IN REFERENCE TO MASTER SERVICE AGREEMENT DATED 04/01/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3389 TEK SYSTEMS, INC 7285 W. 132 STREET, SUITE 140 OVERLAND PARK, KS 66213	57622	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 06/30/2014	\$0.00
3390 TEKSYSTEMS INC 7825 WEST 132ND STREET SUITE 14B OVERLAND, KS 66213	57626	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 12/03/2008 PLUS STATEMENTS OF WORK	\$0.00
3391 TELECHECK SERVICES, INC. 5251 WESTHEIMER, HOUSTON,, TX 77056	57630	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 09/01/2005	\$184.97
3392 TELEGRAPH MARKETPLACE PARTNERS II LLC 226 BRONLOW DRIVE C/O NORTH STAR REAL ESTATE COMPANY INC IRMO, SC 29063	S# 3383	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3383) 740 W TELEGRAPH RD SUITE 5 WASHINGTON, UT	\$6,758.29
3393 TEMPUS TECHNOLOGIES, INC. 120 EAST SEVENTH STREET AUBURN, IN 46706	57638	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/02/2015 PLUS STATEMENTS OF WORK	\$0.00
3394 TEMPUS TECHNOLOGIES, INC. 120 EAST SEVENTH STREET AUBURN, IN 46706	57643	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT TERMINAL MASTER AGREEMENT DATED 07/02/2015	\$0.00
3395 TENNY, MATTHEW ADDRESS ON FILE	59074	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3396	TERADATA OPERATIONS, INC. 10,000 INNOVATION DRIVE MIAMISBURG, OH 45342	57647	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 07/01/2014	\$0.00
3397	TERADATA OPERATIONS, INC. 10,000 INNOVATION DRIVE MIAMISBURG, OH 45342	57650	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 07/01/2015	\$0.00
3398	TERADATA OPERATIONS, INC. 10,000 INNOVATION DRIVE MIAMISBURG, OH 45342	57655	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 01/28/2014	\$0.00
3399	TERADATA OPERATIONS, INC. 10,000 INNOVATION DRIVE MIAMISBURG, OH 45342	57660	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 06/27/2014	\$0.00
3400	TERADATA OPERATIONS, INC. 10,000 INNOVATION DRIVE MIAMISBURG, OH 45342	57663	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 07/01/2016	\$0.00
3401	TERPSTRA, ELIZABETH ADDRESS ON FILE	58631	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3402	TERRACE CAPITAL LP 8525 GIBBS DRIVE SUITE 200 C/O CORNERSTONE PROPERTY MANAGEMENT SAN DIEGO, CA 92123	S# 6683	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6683) COLLEGE GROVE CENTER 3410 COLLEGE AVE SAN DIEGO, CA	\$9,767.10

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3403 TERRELL, BRANDON ADDRESS ON FILE	59094	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3404 TERRELL, BRANDON ADDRESS ON FILE	59004	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3405 TERRY ELECTRONICS (S.Z.) COMPANY LIMITED 5F B DONGLIAN INDUSTRIAL CENTRE CHUANGE YE NO. 2 ROAD NO. 2 ROAD, 23 DISTRICT BAOAN SHENZHEN CITY, CHINA	87971	PAYLESS INC.	INDEMNITY AGREEMENT DATED 05/01/2009	\$0.00
3406 TESSENDORF, REX ADDRESS ON FILE	59179	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3407 TGNG REAL ESTATE PARTNERS LLC 1139 ALMA STREET GLENDALE, CA 91020	S# 1837	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1837) 3421 CENTURY BLVD INGLEWOOD, CA	\$11,443.14
3408 THATCHER, MARK ADDRESS ON FILE	57676	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT CONFIDENTIAL SETTLEMENT AGREEMENT DATED 01/04/1996	\$0.00
3409 THE ASEAN CORP LTD ROOM 1102-5, 11F, 9 WING HONG ST SHEUNG SHA WAN, KOWLOON, HONG KONG	57679	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3410	THE BAILEY COMPANY 601 COPORATE CIRCLE GOLDER, CO 80401	57682	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 12/24/2014	\$0.00
3411	THE BOULEVARD SHOPPING CENTRE (MONTREAL) LP 5800 SAINT-DENIS SUITE 1100 C/O CROFTON MOORE MANAGEMENT INC MONTREAL, QC H2S 3L5 CANADA	S# 5926	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5926) LE BOULEVARD 4278 JEAN TALON ST E SAINT-LEONARD, QC	\$1,288.87
3412	THE BRASHER BOOT COMPANY LIMITED 8 MANCHESTER SQUARE LONDON, W1U 3PH UNITED KINGDOM	78347	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK AGREEMENT	\$0.00
3413	THE CADILLAC FAIRVIEW CORP LTD 20 QUEEN STREET WEST 5TH FLOOR ATTN: EXEC VP NATIONAL PROPERTY OPERATIO TORONTO, ON M5H 3R4 CANADA	S# 6926	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6926) CHAMPLAIN PLACE 477 PAUL ST DIEPPE, NB	\$0.00
3414	THE CARRINGTON COMPANY P.O. BOX 1328 OVERNITE: 627 H STREET/ZIP: 95501 EUREKA, CA 95502	S# 3386	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3386) MID-VALLEY MALL 2010 YAKIMA VALLEY HWY SUNNYSIDE, WA	\$4,638.57
3415	THE CATHOLIC COMMUNITY OF ST. ELIZABETH ANN SETON 2701 PIEDRA DRIVE PLANO, TX 75023	57687	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 11/16/2015	\$0.00
3416	THE DENVER GARDENS CO. LLC 433 N. CAMDEN DR. SUITE 500 BEVERLY HILLS, CA 90210	S# 2596	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2596) PORT ORCHARD K-MART PLAZA 1397 OLNEY AVE E PORT ORCHARD, WA	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3417	THE FIRST MORAVIAN CHURCH OF DOVER, OHIO 319 NORTH WALNUT STREET DOVER, OH 44622	57700	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 08/23/2015	\$0.00
3418	THE FOSTER FAMILY TRUST 28.505 RICHARD H FOSTER TRUST 38.691 SARA BENDER FOSTER 2010 REVOCABLE LIVING 111 ANZA BLVD SUITE 320 BURLINGAME, CA 94010	S# 215	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #215) BASIC PLAZA 100 BASIC DRIVE WEST MONROE, LA	\$4,166.67
3419	THE GATES CORPORATION 900 S BROADWAY DENVER, CO 80209	57708	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CO-EXISTENCE AGREEMENT DATED 01/21/2002	\$0.00
3420	THE GATES CORPORATION 900 S. BROADWAY DENVER, CO 80209	57704	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT CO-EXISTENCE AGREEMENT DATED 12/20/2001	\$0.00
3421	THE GILBERT COMPANY 1000 RIVERSIDE DRIVE KEASBEY, NJ 08832	57714	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 10/11/2015	\$0.00
3422	THE GREAT FUTURE SHOES CO., LTD. HAIBIN INDUSTRIAL AREA XIBIN TOWN JINJIANG CITY FUJIAN PROVINCE, CHINA	57718	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 10/19/2011	\$0.00
3423	THE INCC CORP 101 IRA NEEDLES BLVD WATERLOO, ON N2J 3Z4 CANADA	S# 7194	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7194) IRA NEEDLES 200 THE BOARDWALK UNIT 1 KITCHENER, ON	\$1,226.25

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3424	THE IRREVOCABLE TRUST OF DOYLE W ROGERS SR & JOSEPHINE RAYE ROGERS DATED THE FOURTH DAY OF JANUARY 1995 BY 111 CENTRE STREET SUITE 1510 LITTLE ROCK, AR 72201	S# 4522	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4522) 1660 PACKARD HWY CHARLOTTE, MI	\$1,833.33
3425	THE JAY GROUP 1450 ATLANTIC AVENUE ROCKY MOUNT, NC 27801	57735	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/08/2013 PLUS AMENDMENTS	\$0.00
3426	THE JAY GROUP, INC. 1450 ATLANTIC AVENUE ROCKY MOUNT, NC 27801	57739	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO MASTER SERVICES AGREEMENT DATED 11/08/2013	\$0.00
3427	THE JAY GROUP, LTD. 1450 ATLANTIC AVENUE ROCKY MOUNT, NC 27801	57748	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/08/2013 PLUS AMENDMENTS	\$0.00
3428	THE JAY GROUP, LTD. DAVID JAY, CEO P.O. BOX 1357 ROCKY MOUNT, NC 27802	57742	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT FOOTWEAR PURCHASE AND SALE AGREEMENT DATED 02/04/1996	\$0.00
3429	THE JOESTER LORIA GROUP, LLC 30 IRVING PLACE 10TH FLOOR NEW YORK, NY 10003	87975	PAYLESS SHOESOURCE WORLDWIDE, INC.	LETTER AGREEMENT PLUS AMENDMENT	\$0.00
3430	THE MEN'S WEARHOUSE INC 6380 ROGERDALE ROAD HOUSTON, TX 77072	57754	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT DATED 09/22/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3431	THE MIDAS EXCHANGE, INC. 825 SEVENTH AVENUE NEW YORK, NY 10019	57759	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 09/16/2015	\$0.00
3432	THE NPD GROUP, INC. 900 WEST SHORE ROAD PORT WASHINGTON, NY 11050	57762	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TO SERVICE AGREEMENT DATED 08/01/2016	\$0.00
3433	THE ROAD HOME 210 S. RIO GRANDE STREET SALT LAKE CITY, UT 84101	57765	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/28/2016	\$0.00
3434	THE SALVATION ARMY 1033 BIG BETHERL ROAD HAMPTON, VA 23666	57776	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/10/2013	\$0.00
3435	THE SPRING OF TAMPA BAY, INC. P.O. BOX 5147 TAMPA, FL 33675	57779	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/24/2013	\$0.00
3436	THE STANCHION GROUP, INC. 3855 2ND LINE COOKSTOWN, ON L0L 1L0 CANADA	57781; 57785	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT ASSIGNMENT OF MASTER CONSTRUCTION CONTRACT DATED 03/27/2014	\$0.00
3437	THE STRIDE RITE CORPORATION 191 SPRING STREET LEXINGTON, MA 02421	67894; 67904	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	INTELLECTUAL PROPERTY AGREEMENT DATED 10/9/2012	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3438	THE STRIDE RITE CORPORATION 191 SPRING STREET LEXINGTON, MA 02421	49237; 49344	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3439	THE TIMBERLAND COMPANY TBL LICENSING LLC 200 DOMAIN DRIVE STRATHAM, NH 03885	57789	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT DATED 08/16/2004	\$0.00
3440	THE TOPLINE CORPORATION 13150 SE 32ND BELLEVUE, WA 98005	57791	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
3441	THE TOPLINE CORPORATION 13150 SOUTHEAST 32ND STREET BELLEVUE, WA 98005	57797	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/16/2009	\$0.00
3442	THE TOPLINE CORPORATION ATTN: MR. RICHARD PHILBY, COO 13150 SOUTHEAST 32ND ST. BELLEVUE, WA 98005	72298	PAYLESS SHOESOURCE WORLDWIDE, INC.	LETTER RE LICENSE AGREEMENT DATED JULY 16, 2009	\$0.00
3443	THE TOPLINE CORPORATION ATTN: MR. RICHARD PHILBY, COO 13150 SOUTHEAST 32ND ST. BELLEVUE, WA 98005	57799	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/16/2009 PLUS AMENDMENTS	\$0.00
3444	THE VILLAGE SHOPPING CENTRE (2006) INC 90 MORGAN ROAD SUITE 200 BAIE D'URFE, QC H9X 3A8 CANADA	S# 7190	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7190) THE VILLAGE SHOPPING CENTER 430 TOPSAIL ROAD ST. JOHN'S, NL	\$1,313.23

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3445 THE VINEYARD SHOPPING CENTER II LP BUILDING H SUITE 200 1223 NORTH ROCK ROAD WICHITA, KS 67206	S# 1843	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1843) THE VINEYARD SC 1205 N FM 1604 WEST SAN ANTONIO, TX	\$5,133.33
3446 THE W.E. BIGBIE FAMILY TRUST C/O OPM INC 600 S WASHINGTON AVE; ATTN: JENNIE CLARK ARDMORE, OK 73401	S# 701	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #701) 1000 W BROADWAY ST ARDMORE, OK	\$1,375.00
3447 THEODORE L JONES - REVOCABLE TRUST 57200 E HWY 125 MONKEY ISLAND, OK 74331	S# 2425	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2425) 998 W WILL ROGERS BLVD CLAREMORE, OK	\$2,425.00
3448 THER TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP 860 RIDGE LAKE BLVD. MEMPHIS, TN 38120	57803	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT NATIONAL ACCOUNTS PEST CONTROL SERVICES AGREEMENT DATED 06/18/2014	\$41,070.41
3449 THF KENDIG DEVELOPMENT L.P. C/O STAENBERG GROUP INC DBA TSG PROPERTI 2127 INNERBELT BUSINESS CENTER DR SUITE ST LOUIS, MO 63114	S# 5217	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5217) KENDIG SQUARE 2600 N WILLOW ST WILLOW STREET, PA	\$3,554.44
3450 THOMAS CONSULTING SERVICES, LLC 14394 HOYWOOD AVENUE APPLE VALLEY, MN 55124	57808	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONSULTING SERVICES AGREEMENT DATED 10/17/2016	\$0.00
3451 THOMAS LICENSING, LLC AND GULLANE (THOMAS) LIMITED 230 PARK AVENUE SOUTH, 13TH FLOOR NEW YORK, NY 10003	57697	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT AMENDMENT NO. 1 TO CONSUMER PRODUCTS LICENSE AGREEMENT DATED 06/22/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3452	THOMAS LICENSING, LLC GULLANE (THOMAS) LIMITED ATTN: SENIOR MANAGER, HIT FINANCE 230 PARK AVENUE SOUTH, 13TH FLOOR NEW YORK, NY 10003	72297	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT NO. 2 TO CONSUMER PRODUCTS LICENSE AGREEMENT BETWEEN THOMAS LICENSING, LLC AN GULLANE (THOMAS) LIMITED AND PAYLESS SHOESOURCE WORLDWIDE, INC. AMENDS TERM OF AGREEMENT (FOR CERTAIN COUNTRIES ONLY TO 12/31/16), TERRITORY, MINIMUM GUARANTEES	\$0.00
3453	THOMAS LICENSING, LLC GULLANE (THOMAS) LIMITED ATTN: SENIOR MANAGER, HIT FINANCE 230 PARK AVENUE SOUTH, 13TH FLOOR NEW YORK, NY 10003	57813	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT CONSUMER PRODUCTS LICENSE AGREEMENT DATED 04/01/2015 PLUS AMENDMENTS	\$0.00
3454	THOMAS, CAITLIN ADDRESS ON FILE	58951	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3455	THOMPSON, SCOTT J. ADDRESS ON FILE	58700	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3456 THOMSON REUTERS (TAX & ACCOUNTING) INC. ATTN: ORDER PROCESSING 2395 MIDWAY ROAD CARROLLTON, TX 75006-2521	49322; 49324; 49326; 49328; 49330; 49332; 49335; 49337; 49339; 49341; 49343; 49345; 49346; 49348; 49350; 49352; 49354; 49356; 49358; 49360; 49362; 49364; 49366; 49369; 49370; 49372; 49373; 49376; 49377	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3457 THOMSON REUTERS 1 NEW YORK PLAZA NEW YORK, NY 10004	57705	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/01/2014 PLUS STATEMENTS OF WORK	\$0.00
3458 THOR GALLERY AT SOUTH DEKALB LLC C/O THOR MANAGEMENT COMPANY LLC 25 WEST 39TH STREET 11TH FLOOR NEW YORK, NY 10018	S# 6006	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6006) THE GALLERY AT SOUTH DEKALB 2801 CANDLER ROAD DECATUR, GA	\$4,500.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3459	THORNDALE CENTER LP 1055 WESTLAKES DRIVE SUITE 170 C/O LONGVIEW MANAGEMENT LP BERWYN, PA 19312	S# 5150	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5150) THORNDALE S/C 3451 E LINCOLN HWY THORNDALE, PA	\$3,100.00
3460	THORNTON TOWNE CENTER 05 A-F LLC 12411 VENTURA BLVD C/O ACF PROPERTY MANAGEMENT INC STUDIO CITY, CA 91604	S# 733	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #733) THORNTON TOWN CENTER 10001 GRANT STREET THORNTON, CO	\$13,155.46
3461	TIANJIN DONGFANG & CFI SHOES MANUFACTURING CO., LTD NO.126 YIWEI ROAD HEXI HANGU DISTRICT TIANJIN, CHINA	57709; 57713; 57715	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3462	TIANJIN DONGFANG & CFI SHOES MANUFACTURING CO., LTD. NO. 126 YIWEI RAOD HEXI HANGU DISTRICT TIANJIN, CHINA	57744; 57746	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 10/20/2015	\$0.00
3463	TIANJIN DONGFANG & CFI SHOES MANUFACTURING CO., LTD. NO. 126, YIWEI ROAD, HEXI HANGU DISTRICT TIANJIN, CHINA	57726; 57729; 57736; 57740	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3464	TIANJIN DONGFANG & CFI SHOES MANUFACTURING CO., LTD. NO. 126, YIWEI ROAD, HEXI, HANGU HANGU DISTRICT TIANJIN, CHINA	57732	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3465 TIANJIN DONGFANG & CFI SHOES MANUFACTURING CO., LTD. NO.126 YIWEI ROAD HEXI HANGU DISTRICT TIANJIN, CHINA	57720; 57721	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3466 TIMBERLAND TBL LICENSING LLC 200 DOMAIN DRIVE STRATHAM, NH 03885	57756	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT DATED 08/16/2004	\$0.00
3467 TIME WARNER CABLE ONE TIME WARNER CENTER NEW YORK, NY 10019-8016	57760	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BUSINESS CLASS SERVICE ORDER DATED 04/21/2011	\$0.00
3468 TIMELY ENT. CO. LTD, P.O. BOX 3151, ROAD TOWN TORTOLA, BRITISH VIRGIN ISLANDS	57763	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
3469 TIMELY ENT. CO., LTD. FUZHUSHAN VILLAGE LIAOBU TOWN DONGGUAN CITY GUANDONG PROVINCE, CHINA	57769; 57771	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3470 TIMMINS SQUARE SHOPPING CENTRE & 1451945 ONTARIO LTD C/O RIOCAN RE INVESTMENT TRUST; RIOCAN Y 2300 YOUNGE STREET SUITE 500 PO BOX 2386 TORONTO, ON M4P 1E4 CANADA	S# 5951	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5951) TIMMINS SQUARE 1500 RIVERSIDE DR W TIMMINS, ON	\$1,273.53

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3471 TITAN LAND DEVELOPMENT INC C/O FESTIVAL PROPERTIES 1215 GRESSNER DRIVE HOUSTON, TX 77055	S# 276	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #276) WESTCREST SC 8554 LONG POINT RD HOUSTON, TX	\$4,000.00
3472 TIVOLI SYSTEMS, INC 4317 NE WALNUT RIDGE LEE'S SUMMIT, MO 64064	57778	PAYLESS SHOESOURCE, INC.	IT CONTRACT QUOTATION ADDENDUM NUMBER 1053 DATED 09/30/1998	\$0.00
3473 T-L RIVER WEST LLC C/O TRI-LAND PROPERTIES INC ONE EAST OAK HILL DRIVE SUITE 302 WESTMONT, IL 60559	S# 2917	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2917) RIVER WEST SHOPPING CENTER 320 E CAPITOL DRIVE MILWAUKEE, WI	\$5,932.18
3474 TMF NETHERLANDS B.V. LUNA ARENA HERIKERBERGWEG 238 1011 CM AMSTERDAM ZUIDOOST, NETHERLANDS	57784; 57787	COLLECTIVE BRANDS LOGISTICS, LIMITED; PAYLESS INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 01/01/2013	\$0.00
3475 TMF NETHERLANDS B.V. LUNA ARENA HERIKERGWEG 238 1011 CM AMSTERDAM ZUIDOOST, NETHERLANDS	57792	PAYLESS INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) SERVICE AGREEMENT DATED 09/19/2013	\$0.00
3476 TNC BUILDING OWNER LLC 2328 10TH AVENUE N SUITE 401 C/O IN-REL PROPERTIES INC LAKE WORTH, FL 33461	S# 3467	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3467) WATERS AVENUE SC 7021 W WATERS AVE TAMPA, FL	\$5,664.18
3477 TOP FALCON INTERNATIONAL LIMITED SUITE 602 6TH FLOOR HONGKONG &MACAW BUILDING, 156-157 CONNAUGHT ROAD CENTRAL, HONG KONG	57811	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 11/09/2011	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3478	TOPLINE CORPORATION 13150 SE 32ND STREET BELLEVUE, WA 98005	57828	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 11/13/2006	\$0.00
3479	TOPLINE CORPORATION 13150 SE 32ND BELLEVUE, WA 98005	57815	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 04/01/2009	\$0.00
3480	TOPLINE CORPORATION 13150 SOUTHEAST 32ND STREET BELLEVUE, WA 98005	57821	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/16/2009	\$0.00
3481	TOPLINE CORPORATION 13150 SOUTHEAST 32ND STREET BELLEVUE, WA 98005	57825	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/16/2009 PLUS AMENDMENTS	\$0.00
3482	TOPLINE CORPORATION 13150 SOUTHEAST 32ND STREET BELLEVUE, WA 98005	57831	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 07/01/2009	\$0.00
3483	TOPLINE IMPORTS INC 3650 131ST AVE SE STE 150 BELLEVUE, WA 98006-1334	57833	PAYLESS SHOESOURCE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 11/01/1996	\$0.00
3484	TOPSMART INTERNATIONAL CO., LTD. 4F, NO.5, LANE 28 SIALUN ROAD TAIPEI, TAIWAN	57836	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 01/04/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3485	TOUFAYAN BAKERY OF FLORIDA INC. 3826 BRYN MAWR STREET ORLANDO, FL 32808	57840	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 01/22/2015	\$0.00
3486	TOUFAYAN BAKERY OF PLANT CITY INC. 175 RAILROAD AVE. RIDGEFIELD, NJ 07657	57843	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 04/09/2015	\$0.00
3487	TOULON DEVELOPMENT CORPORATION 4060 ST CATHERINE STREET WEST SUITE 700 MONTREAL, QC H3Z 2Z3 CANADA	S# 6928	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6928) YARMOUTH MALL 76 STARRS RD YARMOUTH, NS	\$591.34
3488	TOWERS PERRIN 800 BOYLSTON ST PRUDENTIAL TOWERS, MA 02199	57846	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT AND ASSIGNMENT DATED 06/19/1998	\$0.00
3489	TOWERS WATSON DELAWARE, INC 800 BOYLSTON STREET PRUDENTIAL TOWERS, MA 02199	57850	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 05/28/2014 PLUS STATEMENTS OF WORK	\$0.00
3490	TOWERS WATSON DELAWARE, INC. 800 BOYLSTON STREET PRUDENTIAL TOWERS, MA 02199	57853	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 05/15/2014	\$0.00
3491	TOWNE CENTER VENTURE L.L.P. 2001 KIRBY DRIVE #610 RIVER OAKS BANK TOWER HOUSTON, TX 77019	S# 2538	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2538) TOWNE CENTER SC 1317 W DAVIS ST CONROE, TX	\$6,309.08

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3492	TOWNLEY COSMETICS 389 5TH AVENUE NEW YORK, NY 10016	57859	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER LETTER AGREEMENT DATED 03/22/1999	\$0.00
3493	TOWNLEY GIRL C/O ABRAHAM SAFDIEH 389 5TH AVENUE, SUITE 100 NEW YORK, NY 10016	57862	PAYLESS SHOESOURCE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT	\$0.00
3494	TOYS "R" US INC ONE GEOFFREY WAY WAYNE, NY 07470	S# 4660	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4660) 3401 ARAMINGO AVE PHILADELPHIA, PA	\$6,749.77
3495	TRAINING SOLUTIONS, INC. 6660 TARTAN CURVE EDEN PRAIRIE, MN 55346	57865	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONSULTING SERVICES AGREEMENT DATED 10/17/2016	\$0.00
3496	TRANSOURCE 10931 LAUREATE DR. SAN ANTONIO,, TX 78249	57868	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT PROPOSAL DATED 01/06/2010	\$7,912.64
3497	TRASCOR 1120 SW 165 STREET MIAMI, FL 33169	57871	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 09/10/2006	\$20,085.71
3498	TRAVELERS BOND & SPECIALTY INSURANCE CLAIM 385 WASHINGTON ST MAIL CODE 9275-NB03F ST PAUL, MN 55102	57880	PAYLESS INC.	INSURANCE POLICIES CRIME DECLARATIONS DATED 10/09/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3499 TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 6183	50193; 50196; 50198; 50201; 50206; 50207; 50211; 50213; 50217; 50219; 50222; 50227; 50230; 50234; 50237; 50240; 50243; 50246; 50249; 50253; 50256; 50259; 50261; 50265; 50268; 50271; 50275; 50278; 50282	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	CRIME (PRIMARY) POLICY NUMBER 105848388	\$0.00
3500 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 06183	57882	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) GENERAL CONTRACT OF INDEMNITY DATED 07/17/2003	\$0.00
3501 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 06183	57885	PAYLESS INC.	INSURANCE POLICIES CRIME POLICY DATED 10/09/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3502 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 06183	57888	PAYLESS SHOESOURCE, INC.	THIRD PARTY PROVIDER (BENEFITS, PAYROLL, FREIGHT) AFFINITY SPONSOR AGREEMENT DATED 10/01/2015	\$0.00
3503 TRAVELERS ONE TOWER SQUARE HARTFORD, CT 06183	57874	PAYLESS SHOESOURCE WORLDWIDE, INC.	INSURANCE POLICIES AFFINITY SPONSOR AGREEMENT DATED 10/01/2015	\$0.00
3504 TRAVELERS ONE TOWER SQUARE HARTFORD, CT 06183	57877	PAYLESS INC.	INSURANCE POLICIES INSURANCE POLICY DATED 10/09/2016	\$0.00
3505 TRC MM LLC 13502 WHITTIER BLVD SUITE Q C/O TERRAMAR RETAIL CENTERS LLC WHITTIER, CA 90605	S# 4538	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4538) ATLANTIC SQUARE SHOPPING CENTER 2108 S ATLANTIC BLVD MONTEREY PARK, CA	\$14,984.53
3506 TREEV LLC AN FIS COMPANY PO BOX 4535 CAROL STREAM, IL 60197-4535	72289	PAYLESS SHOESOURCE, INC.	COLD SYSTEM MAINTENANCE RENEWAL QUOTE	\$0.00
3507 TREK BYCYCLE CORP 801 WEST MADISON STREET, P.O. BOX 183 WATERLOO, WI 53594	57893	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/13/1995	\$0.00
3508 TRENDY TREADS, INC 60 ST. JOHNS RD. JOHNSON, VT 5656	57894	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3509	TRENDY TREADS, INC 60 ST. JOHNS RD. JOHNSON, VT 5656	72337; 72338	PAYLESS SHOESOURCE WORLDWIDE, INC.	SETTLEMENT AGREEMENT	\$0.00
3510	TRICISION, INC. P.O. BOX 2147 GRANITE BAY, CA 95746	49276	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRICISION, INC. MASTER SERVES AGREEMENT DATED 5/10/2013	\$0.00
3511	TRI-MODAL DISTRIBUTION SERVICES 2011 CARSON STREET CARSON, CA 90810	57900	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSLOADER AGREEMENT AMENDMENT VII DATED 02/01/2016	\$0.00
3512	TRI-MODAL DISTRIBUTION SERVICES 2011 CARSON STREET CARSON, CA 90810	57906	PAYLESS SHOESOURCE WORLDWIDE, INC.	FREIGHT SERVICES AGREEMENT TRANSPORTATION SERVICE AGREEMENT DATED 06/21/2007 PLUS AMENDMENTS	\$0.00
3513	TRI-MODAL DISTRIBUTION SERVICES 2011 EAST CARSON STREET CARSON, CA 90810	57903	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSLOADER AGREEMENT DATED 07/14/2007 PLUS AMENDMENTS	\$0.00
3514	TRI-MODAL DISTRIBUTION SERVICES, INC 2011 CARSON STREET CARSON, CA 90810	57910	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSLOADER AGREEMENT AMENDMENT V DATED 02/01/2015	\$0.00
3515	TRI-MODAL DISTRIBUTION SERVICES, INC 2011 CARSON STREET CARSON, CA 90810	57913	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSPORTATION SERVICE AGREEMENT AMENDMENT VII DATED 02/01/2017	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3516	TRI-MODAL DISTRIBUTION SERVICES, INC. 2011 EAST CARSON STREET CARSON, CA 90810	57918	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT TRANSPORTATION SERVICE AGREEMENT DATED 08/01/1993	\$0.00
3517	TRI-MODAL DISTRIBUTION SERVICES, INC. 505 SOUTH ANAHEIM BOULEVARD ANAHEIM, CA 92805	57915	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 09/09/1991	\$0.00
3518	TRI-MODAL 2011 EAST CARSON STREET CARSON, CA 90810	57897	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT POOL POINT SERVICE AGREEMENT DATED 10/03/2004	\$0.00
3519	TRIPLE B FORWARDERS 1511 GLENN CURTISS STREET CARSON, CA 90746	57920	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT DELIVERY AGENT AGREEMENT DATED 07/06/2008	\$26,508.57
3520	TRIPLE S PO BOX 363628 SAN JUAN, PR 00936-3628	51623	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
3521	TRI-VALLEY INTERFAITH COUNCIL 2020 FIFTH ST. LIVERMORE, CA 94550	57922	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 05/26/2015	\$0.00
3522	TROUPE, JENNIFER ADDRESS ON FILE	58657	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3523	TRUE FIT CORPORATION 800 WEST CUMMINGS PARK WOBURN, MA 01801	57925	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MUTUAL NONDISCLOSURE AGREEMENT DATED 01/19/2015	\$0.00
3524	TRUMBULL CORPORATION 225 NORTH SHORE DRIVE SUITE 600 ATTN: STEPHEN M CLARK PITTSBURGH, PA 15212	S# 6359	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6359) 2033 LEBANON CHURCH RD WEST MIFFLIN, PA	\$7,875.00
3525	TRUPP, RHONDA J. ADDRESS ON FILE	59045	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3526	TRUSTEDSITE LLC 116 NEW MONTGOMERY SUITE 200 SAN FRANCISCO, CA 94105	72210	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT	\$3,789.35
3527	TRUSTEES OF ESTATE BERNICE PAUAAHI BISHOP 567 SOUTH KING STREET SUITE 200 KAWAIAH ATTN: COMMERCIAL ASSET MANAGER HONOLULU, HI 96813	S# 4423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4423) WINDWARD MALL 46-056 KAM HIGHWAY KANE OHE, HI	\$9,572.88
3528	TRYON, JASON P. ADDRESS ON FILE	58787	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3529	TRYTEK, MARZENA ADDRESS ON FILE	58821	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3530	TSANG, KWOK_PING_BARRY ADDRESS ON FILE	58904	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3531	TULLER SQUARE NORTHPOINTE LLC C/O CASTO ATTN: LEGAL DEPT/LEASING 250 CIVIC CENTER DRIVE SUITE 500 COLUMBUS, OH 43215	S# 6685	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6685) NORTH POINTE PLAZA 94 MEADOW PARK AVE LEWIS CENTER, OH	\$5,445.39
3532	TUNGYA TRANSPORTATION AND TERMINAL CO., LTD 12TH FL., NO.201, TUN HWA, N.ROAD TAIPEI, TAIWAN	57932	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/25/2016	\$0.00
3533	TUNGYA TRANSPORTATION AND TERMINAL CO., LTD 12TH FL., NO.201, TUN HWA N.ROAD TAIPEI, TAIWAN	57937	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT DATED 07/28/1995 PLUS AMENDMENTS	\$0.00
3534	TUNGYA TRANSPORTATION AND TERMINAL CO., LTD 12TH RL, NO.201, TUN HWA ROAD TAIPEI, TAIWAN	57940	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT DATED 07/28/1995 PLUS AMENDMENTS	\$0.00
3535	TWICE MARKETS LLC PARK PINEWAY PLAZA CO ZELL COMPANY RE 5343 N. 16TH STREET SUITE 290 PHONEIX, AZ 85016	S# 3387	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3387) PARK PINEWAY SHOPPING CENTER 4431 S WHITE MOUNTAIN RD SHOW LOW, AZ	\$3,701.33
3536	U.S. BANK NATIONAL ASSOCIATION 425 WALNUT ST CINCINNATI, OH 45202	57949	PAYLESS SHOESOURCE WORLDWIDE, INC.	BANKING SERVICE AGREEMENT COMMERCIAL CARD MASTER AGREEMENT DATED 11/15/2013	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3537	U.S. BANK NATIONAL ASSOCIATION 425 WALNUT ST CINCINNATI, OH 45202	57951	PAYLESS INC.	GUARANTEES CORPORATE GUARANTY DATED 06/18/2004	\$0.00
3538	U.S. BANK NATIONAL ASSOCIATION ND 200 SOUTH SIXTH STREET MINNEAPOLIS, MN 55402	57955	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 08/16/2006	\$0.00
3539	U.S. CONTINENTAL MARKETING INC 310 REED CIRCLE CORONA, CA 92879	57958	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 01/01/2009	\$0.00
3540	U.S. CONTINENTAL MARKETING, INC. ATTN: DAVID WILLIAMS 310 REED CIRCLE CORONA, CA 92897	57960	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/14/2014	\$0.00
3541	UC4 SOFTWARE, INC. 2475 140TH AVENUE NE BELLEVUE, WA 98005	57963	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE, MAINTENANCE AND SERVICES AGREEMENT DATED 01/24/2010 PLUS AMENDMENTS	\$0.00
3542	UNDERHILL, BONITA ADDRESS ON FILE	58655	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3543	UNITCO REALTY AND CONSTRUCTION CO. INC. PO BOX 22-B NEWPORT BEACH, CA 92662	S# 522	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #522) 1033 N ARIZONA AVENUE CHANDLER, AZ	\$2,380.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3544	UNITED FOOD & COMMERCIAL WORKERS UNION 300 WEIDMAN RD. MANCHESTER, MO 63011-4433	57981	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT COLLECTIVE BARGAINING AGREEMENT DATED 05/15/2016	\$310.22
3545	UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL NO. 655 ST. LOUIS, MO	57984	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 05/10/2015	\$0.00
3546	UNITED HEALTHCARE INSURANCE COMPANY 450 COLUMBUS BLVD HARTFORD, CT 06115-0450	57987	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIAL DATA RELEASE AND INDEMNIFICATION AGREEMENT DATED 09/18/2000	\$0.00
3547	UNITED HEALTHCARE 185 ASYLUM STREET HARTFORD, CT 06103- 0450	51610	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
3548	UNITED PARCEL SERVICE, INC 11306 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	57770	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT AMENDMENT TO INCENTIVE PROGRAM AGREEMENT DATED 05/21/2009	\$0.00
3549	UNITED STATES DEVELOPMENT LTD 3001 PONCE DE LEON BLVD SUITE 101 CORAL GABLES, FL 33134	S# 1603	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1603) LAS AMERICAS PLAZA V 11865 SW 26TH ST MIAMI, FL	\$6,687.50
3550	UNITED STATES POSTAL SERVICE 475 L'ENFANT PLAZA SW WASHINGTON, DC 20260	57793	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NON-DISCLOSURE AGREEMENT DATED 11/09/2015	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3551	UNIVERSITY PLAZA JOINT VENTURE 5858 CENTRAL AVENUE THE SEMBLER COMPANY ST. PETERSBURG, FL 33707	S# 4017	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4017) UNIVERSITY PLAZA 13620 UNIVERSITY PLAZA SPACE #10 TAMPA, FL	\$5,429.38
3552	UNK DINING SERVICES 1015 WEST 27TH STREET KEARNEY, NE 68849	57795	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/29/2016	\$0.00
3553	UP FIELDGATE US INVESTMENTS - FASHION SQUARE LLC ATTN: FASHION SQUARE MALL MGMT - SCOTT F 1045 TULLOSS ROAD FRANKLIN, TN 37067	S# 4025	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4025) ORLANDO FASHION SQUARE 3201 E COLONIAL DR SPACE M 18 ORLANDO, FL	\$4,905.21
3554	UPMC HEALTH PLAN US STEEL TOWER 600 GRAND STREET PITTSBURGH, PA 15219	51622	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2017	\$0.00
3555	UPS PROFESSIONAL SERVICES, INC. 55 GLENLAKE PARKWAY, NE BUILDING 3, FL. 7 ATLANTA, GA 30328	57801	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER CONSULTING AND PROFESSIONAL SERVICES AGREEMENT DATED 11/21/2013	\$0.00
3556	URBANCAL OAKLAND MALL LLC 412 W 14TH MILE ROAD ATTN: PETER J. LIGHT GM TROY, MI 48083	S# 6014	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6014) OAKLAND MALL 668 WEST 14 MILE RD TROY, MI	\$0.00
3557	URBANSKI, NADINE ADDRESS ON FILE	58784	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3558 US BANK CANADA 120 ADELAIDE STREET WEST, SUITE 2300 TORONTO, ON M5H 1T1 CANADA	57827; 57830	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA LP	BANKING SERVICE AGREEMENT CANADIAN COUNTY ADDENDUM SCHEDULE 1 DATED 11/19/2003	\$0.00
3559 USA TRUCK, INC 3200 INDUSTRIAL PARK ROAD VAN BUREN, AR 72956	57832	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSPORTATION SERVICE AGREEMENT DATED 01/15/2004	\$0.00
3560 U-SAVE FOODS INC C/O NASH FINCH COMPANY 7600 FRANCE AVENUE SO.; ATTN: LEASE ADMI EDINA, MN 55435	S# 759	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #759) MAPLEWOOD SQUARE 2716 N 90TH ST OMAHA, NE	\$2,959.31
3561 USER TESTING 2672 BAYSHORE PARKWAY SUITE #703 MOUNTAIN VIEW, CA 94043	72211	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT	\$0.00
3562 USPA ACCESSORIES LLC D/B/A CONCEPT ONE ACCESSORIES 119 WEST 40TH STREET NEW YORK, NY 10018	57835	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 04/27/2015	\$0.00
3563 USPA ACCESSORIES LLC D/B/A CONCEPT ONE ACCESSORIES 119 WEST 40TH STREET NEW YORK, NY 10018	57838	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/28/2015	\$0.00
3564 USPG PORTFOLIO SIX LLC C/O U.S. PROPERTIES GROUP INC 3665 FISHINGER BLVD HILLIARD, OH 43026	S# 6177	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6177) BECHTLE CROSSING 1650 N BECHTLE AVE SPRINGFIELD, OH	\$4,714.01

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3565 UTIAN NEWFA FOOTWEAR DEVELOPMENT CO., LTD. LIYUAN INDUSTRIAL DONGHU COUNTRY XITIANWEI TOWN LICHENG DISTRICT PUTIAN CITY FUJIAN, CHINA	57841	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 11/09/2011	\$0.00
3566 UVALDE @ MARKET LP C/O PALMER CENTER LP 1215 GESSNER DRIVE; ATTN: MS STEPHANIE M HOUSTON, TX 77055	S# 1182	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1182) MARKET AT UVALDE SC 13502 EAST FWY HOUSTON, TX	\$5,952.00
3567 VALDIVIA, MICHELLE R. ADDRESS ON FILE	58656	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3568 VALIANT RENTAL PROPERTIES LTD 177 NONQUON RD. 20TH FLOOR OSHAWA, ON L1G 3S2 CANADA	S# 5931	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5931) CLARINGTON SHOPPING CENTRE 70 CLARINGTON BLVD BOWMANVILLE, ON	\$1,293.81
3569 VALLEE, CHARLOTTE ADDRESS ON FILE	58916	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3570 VALLEY PLAZA LLC C/O COLLIERS INTERNATIONAL 4643 S ULSTER STREET SUITE 1000 DENVER, CO 80237	S# 4634	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4634) 16932 EAST QUINCY AVENUE AURORA, CO	\$2,750.00
3571 VAN_WIEREN, DOUGLAS ADDRESS ON FILE	58659	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3572	VANDALIA ASSOCIATES C/O THE GOLDENBERG GROUP 350 SENTRY PARKWAY BLDG. 630 SUITE 300 BLUE BELL, PA 19422	S# 3161	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3161) SNYDER PLAZA 25 SNYDER AVE PHILADELPHIA, PA	\$1,150.66
3573	VANDER VELDE, JEREMY ADDRESS ON FILE	58767	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3574	VANDER VELDE, JEREMY ADDRESS ON FILE	58630	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3575	VANDEVEN, JEFF S. ADDRESS ON FILE	59102	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3576	VANDEVEN, JEFF S. ADDRESS ON FILE	59008	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3577	VANPROP INVESTMENTS LTD. 5300 NO. 3 RD. RICHMOND, BC V6X 2X9 CANADA	S# 5857	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5857) LANSDOWNE PARK 5300 N 3 RD RICHMOND, BC	\$0.00
3578	VAUGHAN PROMENADE SHOPPING CENTER INC. C/O THE CADILLAC FAIRVIEW CORP LIMITED 20 QUEEN STREET WEST FIFTH FLOOR ATTN: EXEC VP-NATIONAL PROPERTY OPERATIO TORONTO, ON M5H 3R4 CANADA	S# 6982	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6982) PROMENADE MALL 1 PROMENADE CIRCLE THORNHILL, ON	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3579	VECTOR SECURITY, INC. 2000 ERICSSON DRIVE WARRENDALE, PA 15086	57860	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/23/2013 PLUS STATEMENTS OF WORK	\$0.00
3580	VECTOR SECURITY, INC. 3400 MCKNIGHT EAST DRIVE PITTSBURGH, PA 15237	57858	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 10/31/2012	\$0.00
3581	VECTOR SECURITY, INC. 100 ALLEGHENY DRIVE, SUITE 200, WARRENDALE,, PA 15086	57854	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT COMMERCIAL PURCHASE AND SERVICES AGREEMENT DATED 02/25/2013	\$0.00
3582	VELASCO, JOSE ADDRESS ON FILE	59066	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3583	VELASCO, JOSE ADDRESS ON FILE	59015	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3584	VELASQUEZ, GISELLA ADDRESS ON FILE	58907	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3585	VELAZQUEZ, MARILYN ADDRESS ON FILE	58774	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3586 VELOCITY EXPRESS 1104 W AIRPORT RDSTE 130 STAFFORD, TX 77477	57863	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 02/27/2012	\$0.00
3587 VENDORNET, INC. 1903 S. CONGRESS AVENUE SUITE 460 BOYNTON BEACH, FL 33426	57867	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ATTACHMENT A DATED 08/14/2014	\$0.00
3588 VENDORNET, INC. 1903 S. CONGRESS AVENUE SUITE 460 BOYNTON BEACH, FL 33426	57869	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ATTACHMENT B DATED 08/14/2014	\$0.00
3589 VENDORNET, INC. 1903 S. CONGRESS AVENUE SUITE 460 BOYNTON BEACH, FL 33426	57872	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHIPPING PROGRAM DATED 09/18/2014	\$0.00
3590 VEREIT MT LADY LAKE FL LLC C/O VEREIT INC; ATTN: PAIGE KEARNS 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 5446	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5446) ROLLING ACRES PLAZA AT THE VILLAGES 664 N US HIGHWAY 441 LADY LAKE, FL	\$7,271.47
3591 VERIFONE, INC. 2099 GATEWAY PLACE SUITE 600 SAN JOSE, CA 95110	57878	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE MAINTENANCE SERVICE CONTRACT REVIEW DOCUMENT DATED 08/19/2016	\$0.00
3592 VERINT AMERICAS INC 175 BROADHOLLOW RD., SUITE 100 MELVILLE, NY 11747	72213	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3593 VERISIGN, INC. 685 EAST MIDDLEFIELD ROAD MOUNTAIN VIEW, CA 94043	57883	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CHANGE ORDER DATED 03/12/2009	\$0.00
3594 VERITY HEALTH SYSTEM 3630 E. IMPERIAL HWY LYNWOOD, CA 90262	57886	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 02/23/2016	\$0.00
3595 VERIZON SELECT SERVICES 4400 COLLEGE BLVD. OVERLAND PARK, KS 66211	57889	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SYSTEM ORDER DOCUMENT DATED 01/27/2010	\$0.00
3596 VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	57891	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE AS A SERVICE AGREEMENT DATED 12/16/2013	\$0.00
3597 VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	57896	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AGREEMENT DATED 07/02/2013	\$0.00
3598 VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	57899	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT STATEMENT OF WORK DATED 12/16/2013	\$0.00
3599 VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, GA 19312	49317	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3600	VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	67980	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONSULTING STATEMENT OF WORK #2 DATED 3/23/17	\$0.00
3601	VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	49319	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER AGREEMENT DATED 4/20/2011	\$0.00
3602	VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	67982	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE AS A SERVICE AGREEMENT #2 DATED 3/31/2017	\$0.00
3603	VESCIO, LUCIA ADDRESS ON FILE	58822	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3604	VESTAL TOWN SQUARE LLC C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10170	S# 4695	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4695) VESTAL TOWN SQUARE 2409 VESTAL PARKWAY E VESTAL, NY	\$6,550.00
3605	VESTAR CALIFORNIA XVII LLC 2425 EAST CAMELBACK RD SUITE 750 C/O VESTAR DEVELOPMENT PHOENIX, AZ 85016	S# 595	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #595) RANCHO SAN DIEGO TOWN CENTER 2891 JAMACHA RD EL CAJON, CA	\$4,604.17
3606	VESTAR CHINO A LLC C/O VESTAR DEVELOPMENT COMPANY; ATTN: PR 2425 EAST CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 1855	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1855) SPECTRUM TOWNE CENTER 3935 GRAND AVE CHINO, CA	\$8,604.25

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3607 VESTAR ORCHARD TOWN CENTER LLC 2425 E CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 4031	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4031) ORCHARD TOWN CENTER 14647 DELAWARE ST WESTMINSTER, CO	\$38.76
3608 VESTAR-CPT TEMPE MARKETPLACE LLC ATTN: PRESIDENT 2425 EAST CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 2585	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2585) TEMPE MARKETPLACE 1900 E RIO SALADO PARKWAY TEMPE, AZ	\$12,291.75
3609 VETERANS ASSISTANCE COMMISSION OF COOK COUNTY 1100 S. HAMILTON, C-011 (LOWER LEVEL) CHICAGO, IL 60612	57902; 57905	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/28/2014	\$0.00
3610 VIACOM MEDIA NETWORKS 1515 BROADWAY NEW YORK, NY 10036	57908	COLLECTIVE BRANDS SERVICES, INC.	LICENSING AGREEMENT 4TH AMENDMENT MERCHANDISE LICENSE AGREEMENT DATED 01/01/2012	\$0.00
3611 VIACOM MEDIA NETWORKS 1515 BROADWAY NEW YORK, NY 10036	57930	COLLECTIVE BRANDS SERVICES, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 10/01/2012	\$0.00
3612 VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	72312	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO MERCHANDISE LICENSE AGREEMENT BETWEEN VIACOM MEDIA NETWORKS AND PAYLESS SHOESOURCE WORLDWIDE, INC. REGARDING THE USE OF CERTAIN "NICKELODEON" NAMES, TRADEMARKS, LOGOS AND CHARACTERS ON FOOTWEAR PRODUCTS AMENDS LICENSED PROPERTY, DISTRIBUTION	\$0.00
3613 VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	72314	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO MERCHANDISE LICENSE AGREEMENT BETWEEN VIACOM MEDIA NETWORKS AND PAYLESS SHOESOURCE WORLDWIDE, INC. REGARDING THE USE OF CERTAIN "NICKELODEON" NAMES, TRADEMARKS, LOGOS AND CHARACTERS ON FOOTWEAR PRODUCTS AMENDS THE LICENSED PROPERTY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3614	VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	72315	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
3615	VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	57911	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 05/01/2015	\$0.00
3616	VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	57923	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 07/07/2014 PLUS AMENDMENTS	\$0.00
3617	VIACOM MEDIA NETWORKS ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	57926	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MERCHANDISE LICENSE AGREEMENT DATED 09/23/2011	\$0.00
3618	VICTOR, RAYLENE ADDRESS ON FILE	58725	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3619	VICTORIA MALL LP 1190 INTERSTATE PARKWAY C/O HULL STOREY GIBSON COMPANIES LLC AUGUSTA, GA 30909	S# 2690	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2690) VICTORIA MALL 7800 N NAVARRO VICTORIA, TX	\$5,983.67
3620	VICTORY HILL CHURCH 4000 COONPATH RD. CARROLL, OH 43112	57933	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 07/15/2015	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3621 VIDA SHOES INTERNATIONAL INC 29 WEST 56TH STREET NEW YORK, NY 10019	57935	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 10/08/2010	\$0.00
3622 VIDLER, KIMBERLY ADDRESS ON FILE	59129	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3623 VIEWFINITY, INC. 1050 WINTER STREET SUITE 1000 WALTHAM, MA 02451	57938	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 11/08/2012	\$0.00
3624 VIKING PARTNERS CHESTERFIELD, LLC C/O CW CAPITAL ASSET MGMT LLC ATTN: LEGAL DEPARTMENT 7501 WISCONSIN AVE, SUITE 500 WEST BETHESDA, MD 20814	S# 400RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #400RL) CHESTERFIELD VILLAGE SQUARE CHESTERFIELD, MI	\$0.00
3625 VILLAGE PARK PLAZA LLC C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 1938	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1938) VILLAGE PARK PLAZA 2009 3 EAST GREYHOUND PASS SPACE D8 CARMEL, IN	\$4,041.02
3626 VILLAVICENCIO, ANAIS ADDRESS ON FILE	58911	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3627 VIMN NETHERLANDS B.V. ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	72310	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT A TO MERCHANDISE AGREEMENT DATED JANUARY 1, 2015 AMENDS LICENSED PROPERTIES AND AVAILABLE FOR SALE DATE	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3628	VIMN NETHERLANDS B.V. ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	72316	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT B TO MERCHANDISE AGREEMENT DATED JANUARY 1, 2015 AMENDS LICENSED PROPERTY AND AVAILABLE FOR SALE DATE	\$0.00
3629	VIMN NETHERLANDS B.V. ATTENTION: PRESIDENT, NICKELODEON CONSUMER PRODUCTS 1515 BROADWAY NEW YORK, NY 10036	57942	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 02/20/2015 PLUS AMENDMENTS	\$0.00
3630	VIMN NETHERLANDS B.V. TT. NEVERITAWEG 6, 1033 WC AMSTERDAM, NETHERLANDS	57944	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MERCHANDISE AGREEMENT DATED 10/01/2015	\$0.00
3631	VINCENNES CENTER LLC 49 WEST 37TH STREET 9TH FLOOR C/O GJ REALTY NEW YORK, NY 10018-6257	S# 881	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #881) VINCENNES PLAZA 628 NIBLACK BLVD VINCENNES, IN	\$1,666.67
3632	VITELLI, MICHAEL ADDRESS ON FILE	59019	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3633	VK-AJ-KR BALDWIN ASSOCIATES 5630 PEACH STREET SUITE A-13; MILLCREEK SQUARE ERIE, PA 16565	S# 5370	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5370) 316 HIGHWAY 80 EAST CLINTON, MS	\$2,834.00
3634	VOIANCE LANGUAGE SERVICES, LLC 5780 N. SWAN ROAD TUCSON, AZ 66607	57956	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 04/04/2011 PLUS AMENDMENTS	\$9,019.28

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3635 VOISIN DEVELOPMENTS LIMITED 101 IRA NEEDLES BOULEVARD O/A SUNRISE SHOPPING CENTRE WATERLOO, ON N2J 3Z4 CANADA	S# 5890	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5890) SUNRISE SHOPPING CENTER 1400 OTTAWA STREET SOUTH KITCHENER, ON	\$2,701.23
3636 VOLO, LLC. 1 SUNSHINE BLVD, ORMOND BEACH, FL 32174	57962	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/21/2015	\$0.00
3637 VOLO, LLC. 1 SUNSHINE BLVD, ORMOND BEACH, FL 32174	57966	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT VOLVO, LLC SERVICES AGREEMENT	\$0.00
3638 VSS CARRIERS, INC 1325 W BELTLINE RD CARROLTON, TX 75006	57970	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SHORT TERM LINE HAUL TRANSPORTATION AGREEMENT DATED 05/05/2015	\$0.00
3639 WACHOVIA BANK, N.A 11150 SUNSET HILLS ROAD SUITE 200 RESTON, VA 20190	72290	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-QUALIFIED DEFINED BENEFIT PLAN SERVICE AGREEMENT	\$0.00
3640 WAGNER PAVING, INC. P.O. BOX B LAURA, OH 45337	57972	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 05/13/2015	\$0.00
3641 WAJ HARDY OAK LLC 10010 SAN PEDRO SUITE 650 SAN ANTONIO, TX 78216	S# 3010	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3010) LEON VALLEY SC 6963 BANDERA RD LEON VALLEY, TX	\$2,974.00

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3642	WALDEN CONSUMER IMPROVEMENTS LLC C/O DLC MANAGEMENT CORP 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 6596	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6596) 1746 WALDEN AVE SUITE 100 CHEEKTOWAGA, NY	\$5,895.28
3643	WALLACE C. WORKING 3135 COLONY PLAZA C/O WALLACE OR MARCIA WORKING NEWPORT BEACH, CA 92660	S# 4612	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4612) 4620 N. 27TH ST LINCOLN, NE	\$3,315.00
3644	WALLENBURG, BELINDA ADDRESS ON FILE	58663	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3645	WALNOR LLC PO BOX 161150 AUSTIN, TX 78716	S# 255	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #255) NORWOOD PARK PLAZA 1030 NORWOOD PARK BLVD AUSTIN, TX	\$7,069.07
3646	WALTER, KURTIS ADDRESS ON FILE	59035	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3647	WALTON ENTERPRISES, LTD 10101 REUNION PLACE, SUITE 500 SAN ANTONIO, TX 78216	57976	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 11/06/2013 PLUS AMENDMENTS	\$0.00
3648	WANAMAKER 17 LLC C/O THE R.H. JOHNSON COMPANY 4520 MADISON AVENUE SUITE 300 KANSAS CITY, MO 64111	S# 4804	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4804) 1730 SW WANAMAKER ROAD TOPEKA, KS	\$7,455.07

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3649	WARD, JAMIE ADDRESS ON FILE	58665	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3650	WARNER, AMBER ADDRESS ON FILE	58755	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3651	WARNER, AMBER ADDRESS ON FILE	58932	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3652	WASHINGTON CORNER LP 117 EAST WASHINGTON ST SUITE 300 C/O THE BROADBENT COMPANY INDIANAPOLIS, IN 46204	S# 677	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #677) WASHINGTON CORNER S/C 9910 E WASHINGTON ST # 9912 INDIANAPOLIS, IN	\$4,227.89
3653	WASHREIT CENTRE AT HAGERSTOWN LLC 1775 EYE STREET NW SUITE 1000 C/O WASHINGTON R.E. INVESTMENT TRUST ATT WASHINGTON, DC 20006	S# 4295	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4295) THE CENTER AT HAGERSTOWN 17708 GARLAND GROH BLVD HAGERSTOWN, MD	\$9,852.48
3654	WASHTENAW INTERMEDIATE SCHOOL DISTRICT 1819 SOUTH WAGNER ROAD ANN ARBOR, MI 48103	57980	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 03/31/2014	\$0.00
3655	WATAUGA TOWNE CROSSING LLC 301 SOUTH SHERMAN SUITE 100 RICHARDSON, TX 75081	S# 4298	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4298) WATAUGA TOWN CROSSING 8004 DENTON HIGHWAY WATAUGA, TX	\$4,836.73

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3656	WATERFORD LAKES TOWN CENTER LLC C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 5747	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5747) WATERFORD LAKES TOWN CENTER 357 N ALAFAYA TRAIL ORLANDO, FL	\$7,336.83
3657	WATERS, BRONWYN ADDRESS ON FILE	58858	PAYLESS INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
3658	WATERVILLE RETAIL ASSOCIATES LLC 1765 MERRIMAN ROAD AKRON, OH 44313	S# 2896	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2896) SMALL SHOPS OF WATERVILLE COMMONS 16B WATERVILLE COMMONS DR WATERVILLE, ME	\$4,034.21
3659	WATSON PROPERTY LLC C/O 1ST COMMERCIAL REALTY GROUP OF ARIZO 3808 GRAND AVENUE #B CHINO, CA 91710	S# 2990	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2990) SUNDANCE TOWNE CENTER 946 S WATSON RD BUCKEYE, AZ	\$3,551.63
3660	WATT TOWN CENTER RETAIL PARTNERS LLC C/O JG MANAGEMENT CO INC 5743 CORSA AVENUE #200 WESTLAKE VILLAGE, CA 91362	S# 4064	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4064) WATT TOWN CENTER 3609 ELKHORN BOULEVARD NORTH HIGHLANDS, CA	\$5,690.92
3661	WATT, RUTH ADDRESS ON FILE	59131	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3662	WATT, SHERIL ADDRESS ON FILE	58922	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3663 WAVES HAIR SALON #07042 11971 WASHINGTON BLVD LOS ANGELES, CA 99066	S# 7042	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #7042) 11973 W WASHINGTON BLVD LOS ANGELES, CA	\$0.00
3664 WBG-PSS HOLDINGS, LLC 3231 SE 6TH AVENUE TOPEKA, KS 66607	42835	PAYLESS FINANCE, INC.	TREASURY SERVICES AND LOAN AGREEMENT DATED 8/1/2008	\$0.00
3665 WEBB CHAPEL CHURCH OF CHRIST 13425 WEBB CHAPEL ROAD DALLAS, TX 75234	57986	PAYLESS GOLD VALUE CO, INC.	INDEMNITY AGREEMENT DEACTIVATING SHOPPING CARDS DATED 06/17/2015	\$0.00
3666 WEIR, SHENICA A. ADDRESS ON FILE	58705	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3667 WEISBERG OAKLAND TRUST STEFANIE DELMONTGALE WEISBERG CONTRA COSTA PROPERTIES 950 DETROIT AVENUE SPACE 2A CONCORD, CA 94518	S# 3063	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3063) PARK AND SHOP SC 1679 WILLOW PASS RD CONCORD, CA	\$11,273.86
3668 WELLS FARGO BANK INSTITUTIONAL RETIREMENT AND TRUST ATTN: SHELLEY ANDERSON 100 NORTH MAIN STREET MAC D4001-020 WINSTON SALEM, NC 27101	85986	PAYLESS SHOESOURCE, INC.	AGREEMENT FOR SERP, ADMIN AND TRUST FEES	\$47,882.52
3669 WELLS FARGO BANK N.A. ETC (R.H. M.L. TRUST 2004-KEY2) C/O FARBMAN GROUP 28400 NORTHWESTERN HIGHWAY 4TH FLOOR SOUTHFIELD, MI 48034	S# 5467	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5467) WEST RIVER CENTER GRAND RIVER/TUCK ROAD FARMINGTON HILLS, MI	\$3,202.89

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3670	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58021	PAYLESS FINANCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3671	WELLS FARGO BANK, NATIONAL ASSOCIATION (AGENT) ATTENTION: TREASURY DEPT., 2450 COLORADO AVENUE, SUITE 3000 WEST SANTA MONICA, CA 90404	58024; 58026	PAYLESS FINANCE, INC.; PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3672	WELLS FARGO BANK, NATIONAL ASSOCIATION (SECURED PARTY) ATTENTION: TREASURY DEPT., 2450 COLORADO AVENUE, SUITE 3000 WEST SANTA MONICA, CA 90404	58028	PAYLESS FINANCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3673	WELLS FARGO BANK, NATIONAL ASSOCIATION C/O KATHLEEN GOUND 7500 COLLEGE BLVD OVERLAND PARK, KS 66210	58030; 58031	PAYLESS FINANCE, INC.; PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3674	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	57992; 57994	PAYLESS FINANCE, INC.; PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3675	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	57998	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS AMENDMENT TO A 401(K) PLAN DATED 01/01/2017	\$16,532.52
3676	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58001	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS AMENDMENT TO SERVICES AGREEMENTS EXHIBITS DATED 01/01/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3677	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58005	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS AMENDMENT TO THE SERVICES AGREEMENTS DATED 01/01/2017	\$0.00
3678	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58008	PAYLESS INC.	EMPLOYEE BENEFIT PLANS AUTHORIZE SIGNERS CERTIFICATION DATED 09/18/2014	\$0.00
3679	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58014	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS MASTER SERVICES AGREEMENT DATED 10/04/2011 PLUS AMENDMENTS	\$0.00
3680	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58018	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT TO SERVICES AGREEMENT EXHIBITS DATED 02/09/2015	\$0.00
3681	WELLS FARGO BANK, NATIONAL ASSOCIATION ONE WEST FOURTH STREET WINSTON-SALEM, NC 27101	58010	PAYLESS INC.	EMPLOYEE BENEFIT PLANS AUTHORIZED SIGNERS CERTIFICATION DATED 10/15/2014	\$0.00
3682	WELLS FARGO RETAIL FINANCE, LLC ONE BOSTON PLACE, 18TH FLOOR RE: PAYLESS SHOESOURCE, INC. BOSTON, MA 2108	58033	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) INVENTORY AGREEMENT DATED 02/19/2004	\$0.00
3683	WELLS FARGO ATTN: SHELLEY ANDERSON 100 N. MAIN STREET MAC D4001-020 WINSTON SALEM, NC 27101	72292	PAYLESS INC.	SCHEDULE OF FEES FOR THE TRUST AGREEMENT FOR COLLECTIVE BRANDS, INC. DEFERRED COMPENSATION PLANS	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3684	WELLS FARGO, NATIONAL ASSOCIATION (SECURED PARTY) C/O CHAD RUTLEDGE 2450 COLORADO AVENUE, SUITE 3000 WEST SANTA MONICA, CA 90404	58035; 58036	PAYLESS FINANCE, INC.; PAYLESS SHOESOURCE, INC.	BANKING SERVICE AGREEMENT DEPOSIT ACCOUNT CONTROL AGREEMENT DATED 12/10/2012	\$0.00
3685	WENZHOU FOREIGN TRADE INTERNATIONAL LTD C/O ADESSO-MADDEN INC 52-16 BARNETT AVENUE LONG ISLAND CITY, NY 11104	58038	PAYLESS SHOESOURCE WORLDWIDE, INC.	COMMISSION AGREEMENT BUYING AGENT AGREEMENT DATED 03/01/2009	\$0.00
3686	WENZHOU KA-YAN SHOES CO., LTD. NO. 1 YAN JI ROAD YAN JIANG INDUSTRIAL ZONE LU CHENG DISTRICT WENZHOU, CHINA	58040; 58041	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 09/24/2015	\$0.00
3687	WERNER ENTERPRISES, INC 14507 FRONTIER ROAD OMAHA, NE 68138	58042	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LINE HAUL TRANSPORTATION AGREEMENT DATED 02/23/2010	\$0.00
3688	WEST EDMONTON MALL PROPERTY INC. 3000 8882-170TH STREET EDMONTON, AB T5T 4M2 CANADA	S# 4737	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #4737) WEST EDMONTON MALL 8882 170TH STREET NW EDMONTON, AB	\$4,976.30
3689	WEST EDMONTON MALL PROPERTY INC. 3000 8882-170TH STREET EDMONTON, AB T5T 4M2 CANADA	S# 5874	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5874) WEST EDMONTON MALL 8882 170TH EDMONTON, AB	\$6,038.39
3690	WEST FLAGLER PLAZA CORP. 10720 W. FLAGLER STREET UNIT 17 SWEETWATER, FL 33174	S# 184	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #184) FLAGLER PARK PLAZA 10720 FLAGLER ST 9 MIAMI, FL	\$6,788.14

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3691	WEST MELBOURNE TOWN CENTER LLC CBL & ASSOCIATES MANAGEMENT INC CBL CENTER STE 500 - 2030 HAMILTON PLACE CHATTANOOGA, TN 37421-6000	S# 246	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #246) HAMMOCK LANDING 4311 NORFOLK PKWY WEST MELBOURNE, FL	\$8,222.87
3692	WEST ROAD INVESTORS LP; WR HOUSTON LLC; WRH HOUSTON LLC; WRP HOUSTON LLC ONE RIVERSIDE SUITE 100 HOUSTON, TX 77056	S# 4796	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4796) MCLENDON TOWNE CROSSING 215 WEST ROAD HOUSTON, TX	\$6,200.00
3693	WESTAFF (USA) INC. 1031 SW GAGE BLVD. TOPEKA, KS 66604	58043	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT PLUS AMENDMENTS	\$0.00
3694	WESTAFF WORKFORCE SOLUTIONS, LLC 1031 S.W. GAGE BLVD TOPEKA, KS 66604	58044	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT	\$0.00
3695	WESTBORN MALL LTD. PARTNERSHIP C/O PETZOLD ENTERPRISES 20630 HARPER AVE. SUITE 107 HARPER WOODS, MI 48225	S# 6018	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6018) WESTBORN S/C 23189 MICHIGAN AVE DEARBORN, MI	\$5,600.00
3696	WESTCHESTER FIRE INSURANCE COMPANY 1601 CHESTNUT STREET PHILADELPHIA, PA 191011484	58047	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) DEPARTMENT OF TREASURY CUSTOMS BOND DATED 01/22/2003	\$0.00
3697	WESTCHESTER FIRE INSURANCE COMPANY 1601 CHESTNUT STREET PHILADELPHIA, PA 191011484	58048	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) DEPARTMENT OF TREASURY CUSTOMS BOND DATED 07/16/2003	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3698	WESTCHESTER FIRE INSURANCE COMPANY 1601 CHESTNUT STREET PHILADELPHIA, PA 19101-1484	51730	PAYLESS SHOESOURCE WORLDWIDE, INC.	SURETY BOND NUMBER 30108011 FOR THE BENEFIT OF DEPT. OF THE TREASURY, US CUSTOMS	\$0.00
3699	WESTCHESTER FIRE INSURANCE COMPANY 1601 CHESTNUT STREET PHILADELPHIA, PA 19101-1484	51731	PAYLESS SHOESOURCE WORLDWIDE, INC.	SURETY BOND NUMBER 30630018 FOR THE BENEFIT OF DEPARTMENT OF THE TREASURY, U.S. CUSTOMS SERVICE	\$0.00
3700	WESTDALE CONSTRUCTION CO. LIMITED 35 LESMILL ROAD TORONTO, ON M3B 2T3 CANADA	S# 5808	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5808) NORTH YORK SHERIDAN MALL 1700 WILSON AVE NORTH YORK, ON	\$1,328.74
3701	WESTDALE CONSTRUCTON CO LIMITED 35 LESMILL ROAD TORONTO, ON M3B 2T3 CANADA	S# 6941	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6941) NORTHGATE SHOPPING CENTRE 489 ALBERT ST N REGINA, SK	\$1,062.60
3702	WESTGATE SHOPPING CENTER LTD 2301 OHIO DRIVE SUITE 201 PLANO, TX 75093	S# 975	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #975) WESTGATE SHPG CNTR 131 S CENTRAL EXPY MC KINNEY, TX	\$3,094.91
3703	WESTHEIMER TOWNE CENTER LTD. C/O PROPERTY COMMERCE ATTN: S. JAY WILLI 8555 WESTHEIMER ROAD SUITE 100 HOUSTON, TX 77063	S# 2531	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2531) WESTHEIMER TOWNE CENTER 8539 WESTHEIMER RD HOUSTON, TX	\$7,870.77
3704	WESTPORT CORPORATION ATTN: PAUL BERCHMAN 183 MADISON AVE NEW YORK, NY 10016	57782; 57786	PAYLESS INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/01/2008	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3705	WESTRIDGE SHOPPING CENTRES LIMITED; CALLOWAY REIT (WESTRIDGE) INC 700 APPLEWOOD CRESCENT SUITE 200 C/O SMART CENTRES MANAGEMENT INC VAUGHAN, ON L4K 5X3 CANADA	S# 6920	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6920) WESTRIDGE SHOPPING CENTRE 170 WINDFLOWER GATE WOODBIDGE, ON	\$1,489.40
3706	WHALEN, CHANTAL ADDRESS ON FILE	58731	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3707	WHARTON SQUARE PARTNERS 10097 CLEARY BLVD PMB 304 PLANTATION, FL 33324	S# 1443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1443) WHARTON SQUARE 2001 WHARTON ST PITTSBURGH, PA	\$3,751.48
3708	WHITE OAKS MALL HOLDINGS LTD 65 PORT STREET EAST UNIT 110 ATTN: VP OP C/O BENTALL KENNEDY (CANADA) LIMITED PAR MISSISSAUGA, ON L5G 4V3 CANADA	S# 7191	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #7191) WHITE OAKS MALL 1105 WELLINGTON ROAD SPACE #485 & #487 LONDON, ON	\$2,330.29
3709	WHITE, CHRISTINE L. ADDRESS ON FILE	58825	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3710	WHITE, ERIN ADDRESS ON FILE	59054	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3711	WHITE, ERIN ADDRESS ON FILE	58995	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3712	WHITE, NORMAN ADDRESS ON FILE	58915	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3713	WHITEHOUSE, LISA ADDRESS ON FILE	58635	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3714	WHITELAND INVESTORS LP C/O BPG MANAGEMENT SERVICE INC 70 TOWNSHIP LINE ROAD YARDLEY, PA 19067	S# 3057	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3057) WHITELAND TOWNE CENTER 179 W LINCOLN HWY EXTON, PA	\$0.00
3715	WHITEROCK 185, 191 & 195 THE WEST MALL TORONTO INC. C/O DREAM OFFICE MANAGEMENT CORP. 401 THE WEST MALL, SUITE 1000 TORONTO, ON M9C 5J5 CANADA	57790	PAYLESS SHOESOURCE CANADA GP INC.	LEASE: BUILDING AND LAND AGREEMENT TO LEASE DATED 08/01/2017	\$0.00
3716	WHITTAKER/NORTHWEST PARTNERS I 1600 VALLEY RIVER DRIVE SUITE 160 C/O COMMERCIAL INVESTMENT PROPERTIESINC EUGENE, OR 97401	S# 5563	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5563) LEBANON PLAZA 2562 S SANTIAM HIGHWAY LEBANON, OR	\$2,310.28
3717	WIEDWALD, BRANDON ADDRESS ON FILE	59119	PAYLESS PURCHASING SERVICES, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3718	WILGRIST NOMINEES PRINCE'S BUILDING 6TH FLOOR CHATER ROAD CENTRAL, HONG KONG	59273	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3719	WILL RAY FAMILY PARTNERS PO BOX 3586 COOKEVILLE, TN 38502-3586	S# 913	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #913) 777 SOUTH JEFFERSON COOKEVILLE, TN	\$4,221.50
3720	WILLARD S. WILSON INC. 304 FALCO DRIVE NEWPORT, DE 19804	S# 4192	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4192) FAIRFAX SHOPPING CENTER 2105 CONCORD PIKE WILMINGTON, DE	\$3,196.83
3721	WILLIAMS, KADION ADDRESS ON FILE	58826	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3722	WILLIAMS, ROBYN ADDRESS ON FILE	58926	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3723	WILLIAMS, VALERIE ADDRESS ON FILE	58748	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3724	WILLIAMSON, FAY ADDRESS ON FILE	58789	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3725	WILLIAMSON, TAMMY ADDRESS ON FILE	59033	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3726	WILSON AMCAP II LLC 1281 EAST MAIN STREET SUITE 200 C/O AMCAP LLC; ATTN: ASSET MGR STAMFORD, CT 06902	S# 457	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #457) NORRIDGE COMMONS 4141 N HARLEM AVE NORRIDGE, IL	\$13,105.50
3727	WILSON, KESHIA ADDRESS ON FILE	58641	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	\$0.00
3728	WINPLAY INTERNATIONAL CO., LTD. 225 MOO 3 KUNG SAMPAAO MANROOM CHAINAT 17110, THAILAND	57802	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 01/20/2009	\$0.00
3729	WISE, DEREK ADDRESS ON FILE	59169	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	\$0.00
3730	WISE, DUSTIN ADDRESS ON FILE	59081	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3731	WJ BOYD LLC PO BOX 77130 BATON ROUGE, LA 70879	S# 5423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5423) 5514 MAIN ST SUITE 4 ZACHARY, LA	\$1,895.37
3732	WMAP, LLC ATTN: PRESIDENT 2600 CITADEL PLAZA DRIVE SUITE 125 HOUSTON, TX 77008	S# 4025RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4025RL) COLONIAL PLAZA ORLANDO, FL	\$0.00

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3733 WOJCIK, ANETA ADDRESS ON FILE	59133	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3734 WOLFF, ELIZABETH ADDRESS ON FILE	59110	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00
3735 WOMENCERTIFIED INC 3440 HOLLYWOOD BLVD., SUITE 100 HOLLYWOOD, FL 33021	49199	PAYLESS SHOESOURCE, INC.	2017 CORPORATE AGREEMENT BETWEEN PAYLESS SHOESOURCE INC. AND WOMENCERTIFIED INC.	\$0.00
3736 WOOD, CHARLENE ADDRESS ON FILE	59038	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3737 WOODBINE MALL HOLDINGS INC ATTN: ADMINISTRATION OFFICE 500 REXDALE BLVD TORONTO, ON M9W 6K5 CANADA	S# 5869	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5869) WOODBINE CENTRE 500 REXDALE BOULEVARD ETOBICOKE, ON	\$0.00
3738 WOODFINE PROPERTIES INC 2300 - 1066 WEST HASTING STREET VANCOUVER, BC V6E 3X2 CANADA	S# 5959	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #5959) GATEWAY POWER CENTRE 11020 100 AVE GRANDE PRAIRIE, AB	\$1,282.99
3739 XIAMEN C AND D LIGHT INDUSTRY CO., LTD. UNIT A 17/F C&D INTERNATIONAL BUILDING HUANDAO EAST ROAD SIMING AREA XIAMEN, CHINA	57810; 57814; 57817; 57819; 57822	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3740	XIAMEN C AND D LIGHT INDUSTRY CO., LTD. UNIT A 17/F C&D INTERNATIONAL BUILDING HUANDAO EAST ROAD SIMING AREA XIAMEN, CHINA	57829	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3741	XIAMEN C AND D LIGHT INDUSTRY CO., LTD. UNIT A 17/F C&D INTERNATIONAL BUILDING HUANDAO EAST ROAD SIMING AREA XIAMEN, CHINA	57823; 57826	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3742	XIAMEN UNIQUENESS SHOES CO., LTD 22 HUAGUANG RD, HULI INDUSTRIAL DISTRICT XIAMEN, S.E.Z. FUJIAN, CHINA	57834	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3743 XL CATLIN 190 SOUTH LA SALLE STREET, 39TH FLOOR CHICAGO, IL 60603	50285; 50286; 50289; 50291; 50294; 50297; 50299; 50303; 50306; 50309; 50312; 50315; 50318; 50321; 50324; 50327; 50329; 50333; 50336; 50341; 50343; 50346; 50347	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	CYBER (FIRST EXCESS) POLICY NUMBER MTE9033771	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3744 XL INSURANCE AMERICA, INC SEAVIEW HOUSE 70 SEAVIEW AVENUE SAMDORD, CT 06902-6040	50349; 50351; 50354; 50356; 50358; 50361; 50363; 50365; 50367; 50369; 50370; 50372; 50374; 50376; 50378; 50381; 50382; 50385; 50387; 50388; 50390; 50393; 50394; 50396; 50398; 50400; 50402; 50404; 50406	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	EXCESS LIABILITY POLICY NUMBER US00008657LI17A	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3745 XL SPECIALTY INSURANCE CO. SEAVIEW HOUSE 70 SEAVIEW AVENUE SAMFORD, CT 06902-6040	50187; 50191; 50192; 50195; 50197; 50199; 50203; 50204; 50408; 50410; 50413; 50415; 50417; 50419; 50420; 50422; 50425; 50426; 50428; 50430; 50431; 50433; 50435; 50436; 50437; 50438; 50439; 50440; 50441	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	D&O TAIL POLICY (A/DIC) POLICY NUMBER TIED TO ELU146739-16	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3746 XL SPECIALTY INSURANCE CO. SEAVIEW HOUSE 70 SEAVIEW AVENUE SAMFORD, CT 06902-6040	50208; 50212; 50215; 50216; 50221; 50224; 50225; 50228; 50231; 50233; 50236; 50239; 50242; 50245; 50248; 50251; 50254; 50257; 50260; 50263; 50266; 50269; 50273; 50276; 50279; 50281; 50283; 50287; 50292	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	DIRECTORS & OFFICERS LIABILITY (LEAD SIDE A/DIC) POLICY NUMBER ELU146739-16	\$0.00
3747 XO FOOTWEAR PVT. LTD. A-122 MANGOLPURI INDUSTRIAL AREA PHASE 2 NEW DELHI, INDIA	57842; 57844	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/24/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3748 XO FOOTWEAR PVT. LTD. A-122, MANGOLPURI INDUSTRIAL AREA PHASE 2, NEW DELHI NEW DELHI NEW DELHI, INDIA	57861	DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/24/2016	\$0.00
3749 XO FOOTWEAR PVT. LTD. A-122, MANGOLPURI INDUSTRIAL AREA PHASE 2, PHASE 2 NEW DELHI, INDIA	57864; 57866	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/24/2016	\$0.00
3750 XO FOOTWEAR PVT. LTD. A-122, MANGOLPURI INDUSTRIAL AREA PHASE 2 NEW DELHI, INDIA	57855; 57857	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 03/24/2016	\$0.00
3751 XO FOOTWEAR PVT. LTD. A-122, MANGOLPURI INDUSTRIAL AREA PHASE 2 NEW DELHI, INDIA	57837; 57839	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/24/2016	\$0.00
3752 XO FOOTWEAR PVT. LTD. A-122, MANGOLPURI INDUSTRIAL AREA PHASE 2 NEW DELHI, INDIA	57847; 57848; 57852	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/24/2016	\$0.00
3753 XPO LASTMILE 1 SLATER DR ELIZABETH, NJ 07205	57870	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT POOL POINT SERVICE AGREEMENT DATED 01/11/2015	\$0.00
3754 YALE VIRGINIA BEACH ASSOC. LLC 10 NEW KING STREET SUITE 102 C/O YALE REALTY SERVICES CORP WHITE PLAINS, NY 10604	S# 5582	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5582) PRINCESS ANNE MARKETPLACE 2052-008 S INDEPENDENCE BLVD VIRGINIA BEACH, VA	\$5,566.67

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3755 YANG MING MARINE TRANSPORT CORP 3F NO.243 SEC.2 CHONGQING N.RD, TAIWAN	57873	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT OCEAN SERVICE AGREEMENT DATED 05/01/2015	\$0.00
3756 YANG MING MARINE TRANSPORT CORP 3F NO.243 SEC.2 CHONGQING N.RD, TAIWAN	57876	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE CONTRACT- # CUSTOMER COPY DATED 05/01/2015	\$0.00
3757 YELLOW DOG NETWORKS, INC. 9664 MARION RIDGE DRIVE KANSAS CITY, MO 64137	57879	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRICE QUOTATION DATED 01/14/2014	\$0.00
3758 YELLOW DOG NETWORKS, INC. 9664 MARION RIDGE DRIVE KANSAS CITY, MO 64137	57881	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRICE QUOTATION DATED 08/03/2016	\$0.00
3759 YELLOW DOG NETWORKS, INC. 9664 MARION RIDGE DRIVE KANSAS CITY, MO 64137	57884	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PRICE QUOTATION DATED 08/27/2016	\$0.00
3760 YGLESIAS, DAVID ADDRESS ON FILE	59163	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	\$0.00
3761 YGLESIAS, DAVID ADDRESS ON FILE	59089	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3762	YICHENG FOOTWEAR CO. LTD. 89 EAST RD, JIAO WEI TOWN, XIAO YOU, PUTIAN, FUJIAN,, CHINA	57887	COLLECTIVE BRANDS LOGISTICS, LIMITED	AGENCY AGREEMENT SOURCING AGREEMENT DATED 07/01/2009	\$0.00
3763	YICHENG FOOTWEAR CO., LTD. 89, EAST RD JIAO WEI TOWN XIAOYOU, PUTIAN FUJIAN, CHINA	57890; 57892	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
3764	YICHENG FOOTWEAR CO., LTD. 89, EAST RD JIAO WEI TOWN XIAOYOU, PUTIAN FUJIAN, CHINA	57895; 57898; 57901	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3765	YICHENG FOOTWEAR CO., LTD. 89, EAST RD JIAO WEI TOWN XIOYOU, PUTIAN FUJIAN, CHINA	57904	DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3766	YICHENG FOOTWEAR CO., LTD. 89, EAST RD. JIAO WEI TOWN, XIOYOU, PUTIAN FUJIAN, CHINA	57907; 57909	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3767	YICHENG, FOOTWEAR CO., LTD. 89, EAST RD JIAO WEI TOWN XIOYOU, PUTIAN FUJIAN, CHINA	57912; 57914	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3768	YOUNG, CATHERINE ADDRESS ON FILE	58956	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3769	YOUNG, GINA ADDRESS ON FILE	59007	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	\$0.00
3770	YUAN SHOES FACTORY BUILDING A NO. 88 DONGXIN ROAD (E NANWU, HOUJIE TOWN DONGGUAN, CHINA	57917	COLLECTIVE BRANDS LOGISTICS, LIMITED	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 12/20/2016	\$0.00
3771	YUAN SHOES FACTORY BUILDING A NO. 88 DONGXIN ROAD (E) NANWU, HOUJIE TOWN DONGGUAN, CHINA	57919; 57921; 57924	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY SOURCING AGREEMENT SOURCING AGREEMENT DATED 12/20/2016	\$0.00
3772	YUAN SHOES FACTORY NO. 496, 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN CITY, FUJIAN, CHINA	57927; 57928	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 12/20/2016	\$0.00
3773	YUAN SHOES FACTORY NO. 496, 821 STREET XIADIAN ROAD LICHENG DISTRICT PUTIAN, FUJIAN, CHINA	57931; 57934; 57936	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 12/20/2016	\$0.00
3774	YULEE DEVELOPMENTS INC 1500 HIGHWAY NO. 7 C/O CONDOR PROPERTIES CONCORD, ON L4K 5Y4 CANADA	S# 6924	PAYLESS SHOESOURCE CANADA GP, INC.	LEASE AGREEMENT (STORE #6924) WOODLAND HILLS CENTRE 18040 YONGE ST NEWMARKET, ON	\$1,336.37
3775	ZALATORIS, TIMMI J. ADDRESS ON FILE	59122	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3776	ZELLER, NATALIE N. ADDRESS ON FILE	59103	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3777	ZENTNER, ARLEN R. ADDRESS ON FILE	58696	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	\$0.00
3778	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD NO.528 JINGSI ROAD, ECONOMIC OPEN ZONE ZHEJIANG, CHINA	57939; 57941	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3779	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 28, JINGSI ROAD THE ECONOMIC OPEN ZONE TAIZHOU ZHEJIANG, CHINA	57995	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 05/07/2011	\$0.00
3780	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	57952; 57953	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/15/2016	\$0.00
3781	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. 8F, NO. 81 TAICHUNGKANG ROAD, SEC. 1 TAICHUNG, TAIWAN	57975; 57978; 57983	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3782	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	58003; 58007	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3783	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	57967; 57973	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3784	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC DEVELOPMENT ZONE ZHEJIANG, CHINA	57945; 57948	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT (DIRECT PRODUCT) DATED 03/03/2017	\$0.00
3785	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC DEVELOPMENT ZONE ZHEJIANG, CHINA	57957; 57959; 57964	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/03/2017	\$0.00
3786	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	57997; 58000	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3787	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	57969	COLLECTIVE BRANDS LOGISTICS, LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3788	ZHEJIANG WORTHSHOES INDUSTRY CO., LTD. NO. 528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	57985; 57988; 57991	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3789	ZHEJIANG WROTHSHOES INDUSTRY CO., LTD. NO.528 JINGSI ROAD ECONOMIC OPEN ZONE ZHEJIANG, CHINA	58011; 58013	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	\$0.00
3790	ZIGI USA LLC 293 WEST SHORE ROAD HUNTINGTON, NY 11743	58023	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT BUYING AGENT AGREEMENT DATED 02/23/2009	\$0.00
3791	ZIGI USA LLC 293 WEST SHORE ROAD HUNTINGTON, NY 11743	58025	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT DATED 09/10/2010	\$0.00
3792	ZIGI USA LLC 345 MARSHALL AVENUE SUITE 201 ST. LOUIS, MO 63119	58019	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 12/19/2013	\$0.00
3793	ZIGI USA LLC 345 MARSHALL AVENUE SUITE 201 ST. LOUIS, MO 63119	58027	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT VENDOR MAINTENANCE FORM FOR FOOTWEAR/ACCESSORY AGENTS DATED 01/10/2014	\$0.00
3794	ZIGI USA LLC 345 MARSHALL AVENUE, SUITE 201 ST. LOOUIS, MO 63119	58017	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 12/19/2013	\$0.00
3795	ZIGI USA LLCE, DBA ZIGINY 293 WEST SHORE RD. HUNTINGTON, 11743	58029	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT NEW MERCHANDISE AGENT QUALITY INFORMATION DATED 01/24/2014	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3796 ZURICH AMERICAN INS. CO. 300 S RIVERSIDE CHICAGO, IL 60606	50295; 50298; 50301; 50304; 50307; 50310; 50313; 50317; 50319; 50322; 50325; 50328; 50331; 50335; 50338; 50340; 50342; 50344; 50345; 50348; 50350; 50352; 50353; 50355; 50357; 50359; 50360; 50362; 50364	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	AUTO LIABILITY POLICY NUMBER BAP5918468 11 (US)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3797 ZURICH AMERICAN INS. CO. 300 S RIVERSIDE CHICAGO, IL 60606	50366; 50368; 50371; 50373; 50375; 50377; 50379; 50380; 50383; 50384; 50386; 50389; 50391; 50392; 50395; 50397; 50399; 50401; 50403; 50405; 50407; 50409; 50411; 50412; 50414; 50416; 50418; 50421; 50423	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	GENERAL LIABILITY POLICY NUMBER GLO5918469-11 (US)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3798 ZURICH AMERICAN INS. CO. 300 S RIVERSIDE CHICAGO, IL 60606	49414; 49416; 49420; 49424; 49430; 49440; 49445; 49451; 49457; 49463; 49467; 49471; 49477; 49483; 49489; 49495; 49499; 49504; 49508; 49513; 49519; 49523; 49528; 49535; 49540; 49544; 49547; 49551; 49556	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	UMBRELLA (PRIMARY) POLICY NUMBER AUC 0140954-00	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3799 ZURICH AMERICAN INS. CO. 300 S RIVERSIDE CHICAGO, IL 60606	50200; 50202; 50205; 50209; 50210; 50214; 50218; 50220; 50223; 50226; 50229; 50232; 50235; 50238; 50241; 50244; 50247; 50250; 50424; 50427; 50429; 50432; 50434	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	WORKERS COMPENSATION POLICY NUMBER WC5918470-11	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3800 ZURICH AMERICAN INS. CO. 300 S RIVERSIDE CHICAGO, IL 60606	50252; 50255; 50258; 50262; 50264; 50267; 50270; 50272; 50274; 50277; 50280; 50284; 50288; 50290; 50293; 50296; 50300; 50302; 50305; 50308; 50311; 50314; 50316	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	WORKERS COMPENSATION POLICY NUMBER WC5918471-11	\$0.00
3801 ZURICH AMERICAN INSURANCE COMPANY ZURICH NORTH AMERICA 1299 ZURICH WAY SCHAUMBURG, IL 60196	58037	PAYLESS INC.	INSURANCE POLICIES INSURANCE POLICY DATED 02/01/2016	\$0.00
3802 ZURICH CANADA FIRST CANADIAN PLACE 100 KING STREET WEST, SUITE 5500 P.O. BOX 290 TORONTO, ON M5X 1C9 CANADA	50320; 50323; 50326; 50330	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PSS CANADA, INC.	AUTO LIABILITY POLICY NUMBER AF 9800025 (CAN)	\$0.00

Exhibit B-1: Schedule of Executory Contracts and Unexpired Leases Assumed by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
3803	ZURICH CANADA FIRST CANADIAN PLACE 100 KING STREET WEST, SUITE 5500 P.O. BOX 290 TORONTO, ON M5X 1C9 CANADA	50332; 50334; 50337; 50339	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PSS CANADA, INC.	GENERAL LIABILITY POLICY NUMBER 8834208 (CAN)	\$0.00
3804	ZURICH INSURANCE COMPANY LTD. FIRST CANADIAN PLACE 100 KING STREET WEST, SUITE 5500 P.O. BOX 290 TORONTO, ON M5X 1C9 CANADA	58039	PAYLESS SHOESOURCE CANADA INC.	INSURANCE POLICIES INSURANCE POLICY DATED 02/01/2014	\$0.00
TOTAL CURE AMOUNT:					\$12,125,922.19

Exhibit D-2

**Schedule of Executory Contracts and Unexpired Leases
Assumed as Amended by the Debtors**

This schedule includes Executory Contracts and Unexpired Leases the Debtors currently contemplate assuming, subject to the amendments currently being discussed with the relevant counterparty, pursuant to Article V.A and V.E. of the Plan. The Debtors' review and analysis remains ongoing and they reserve the right to amend this schedule as set forth in Article V of the Plan. For the avoidance of doubt, any cure amount listed in connection with an assumed executory contract or unexpired lease applies to all obligations outstanding under such contract or lease, regardless of whether such amount is allocable among multiple counterparties.

Notwithstanding Article V.A of the Plan or any other provision thereof or any provision of the Bankruptcy Code, all contracts where any Canadian Debtor is the counterparty other than those contracts expressly listed on Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, are hereby assumed by the applicable Reorganized Debtor whether or not such contract is listed in this Exhibit D and such contracts shall revest in and be fully enforceable by such Reorganized Debtor in accordance with its terms, unless otherwise agreed by such Reorganized Debtor and the counterparty and except as such terms are expressly modified by any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law, where such order is recognized by the applicable Canadian court. For greater certainty, only those contracts expressly listed on Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, shall be rejected by the Canadian Debtors and no contracts where any the Canadian Debtor is the counterparty shall be automatically rejected pursuant to the terms of the Plan or any provision of the Bankruptcy Code.

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1	107-19 LEASEHOLD LLC 40 CUTTER MILL ROAD SUITE 204 C/O CRESCENT PROPERTIES INC GREAT NECK, NY 11021	S# 5672	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5672) 10719 71ST AVE FOREST HILLS, NY	\$272.76
2	110 WEST 34TH STREET REALTY ASSOCIATES C/O ISJ MANAGEMENT CORP. 110 W. 34TH STREET 9TH FLOOR NEW YORK, NY 10001	S# 4358	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4358) 110 W 34TH STREET NEW YORK, NY	\$106,690.00
3	1111 COUNTRY CLUB DR LLC C/O MJW INVESTMENTS INC ATTN: DIRECTOR 1640 5TH STREET SUITE 112 SANTA MONICA, CA 90401	S# 2146	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2146) COUNTRY CLUB VILLAGE 1105 COUNTRY CLUB DR MADERA, CA	\$2,053.67
4	1240 ABBOTT ROAD ASSOCIATES LLC 4053 MAPLE ROAD SUITE 200 AMHERST, NY 14226	S# 6287	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6287) 1268 ABBOTT ROAD LACKAWANNA, NY	\$0.00
5	1273 DEER PARK LLC C/O S.A. REALTY HOLDINGS 102-10 METROPOLITAN AVENUE SUITE 200 FOREST HILLS, NY 11375	S# 4974	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4974) 1273 DEER PARK AVENUE NORTH BABYLON, NY	\$0.00
6	1351 CORP INC C/O GOODRICH MANAGEMENT CORP 560 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	S# 3991	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3991) 1112 AVENUE J BROOKLYN, NY	\$8,333.33
7	13700 FOOTHILL BOULEVARD LP 201 WILSHIRE BLVD SUITE A28 SANTA MONICA, CA 90401	S# 4123	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4123) 13772 FOOTHILL BLVD SYLMAR, CA	\$6,325.59

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
8	13TH AVENUE RETAIL HOLDINGS 36 LLC 1274 - 49TH STREET PMB 175 BROOKLYN, NY 11219	S# 4355	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4355) 4416 13TH AVE BROOKLYN, NY	\$8,446.67
9	141 EAST FLAGLER LLC C/O MANA WYNWOOD; ATTN: JAY CHUNG VP 318 NW 23RD STREET MIAMI, FL 33127	S# 1313	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1313) 141 E FLAGLER ST MIAMI, FL	\$7,370.00
10	1420 N PARHAM ROAD LLC C/O THALHIMER 11100 WEST BROAD STREET GLEN ALLEN, VA 23060	S# 4408	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4408) REGENCY SQUARE MALL 1420 PARHAM RD RICHMOND, VA	\$5,054.26
11	1600 CHAMPA LLC C/O KRESHER CAPITAL LLC 3050 AVENTURA BLVD THIRD FLOOR AVENTURA, FL 33180	S# 5192	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5192) 16TH STREET MALL 821 16TH ST DENVER, CO	\$5,993.90
12	1616 AVENUE U REALTY LLC 600 THIRD AVENUE 18TH FLOOR ATTN: RITA WOLDENBERG C/O SIEGEL SACKS & NEW YORK, NY 10016	S# 5081	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5081) 1624 AVENUE U BROOKLYN, NY	\$0.00
13	162-11 JAMAICA AVENUE REALTY ASSOCIATESC/O ABECO MANAGEMENT CORP. 114 AVENUE T BROOKLYN, NY 11223	S# 3642	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3642) 16211 JAMAICA AVE JAMAICA, NY	\$27,521.62
14	1900 HEMPSTEAD TURNPIKE LLC 402 MAIN STREET 100-336 C/O ALLIED REAL ESTATE MANAGEMENT LLC METUCHEN, NJ 08840	S# 4454	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4454) EAST MEADOW PLAZA 1950 HEMPSTEAD TPKE EAST MEADOW, NY	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
15	2015 SHOPPING MALL BUSINESS LLC 171 PASADENA TOWN SQUARE PASADENA, TX 77506	S# 2459	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2459) PLAZA PASEO 260 PLAZA PASEO PASADENA, TX	\$155.79
16	21-25 GRAHAM AVE. LLC 500 FIFTH AVENUE 54TH FLOOR C/O WHARTON REALTY NEW YORK, NY 10110	S# 3569	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3569) 21 GRAHAM AVE BROOKLYN, NY	\$14,383.33
17	214 W. 125TH ST PSS LLC 500 FIFTH AVENUE 54TH FLOOR C/O WHARTON REALTY NEW YORK, NY 10110	S# 3601	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3601) 208 W 125TH ST NEW YORK, NY	\$27,450.00
18	2157 86TH STREET LLC 1000 PENNSYLVANIA AVE. C/O MAVERICK MANAGEMENT CORP BROOKLYN, NY 11207	S# 3432	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3432) 2155 86TH ST BROOKLYN, NY	\$25,219.83
19	22300 LAKE SHORE BOULEVARD LLC 13 WEST HANNA LANE BRATENAHL, OH 44108	S# 6257	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6257) 22388 LAKESHORE BLVD EUCLID, OH	\$3,481.44
20	2248 THIRTY FIRST STREET LLC C/O SOL GOLDMAN INVESTMENTS LLC 1185 SIXTH AVENUE 10TH FLOOR NEW YORK, NY 10036-2604	S# 4865	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4865) 22-48 31ST ST ASTORIA, NY	\$28,233.33
21	2250 TOWN CIRCLE HOLDINGS LLC 7501 WISCONSIN AVE; SUITE 500 WEST C/O CWCAPITAL ASSET MGMT LLC ATTN: LEGAL BETHESDA, MD 20814	S# 4137	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4137) MORENO VALLEY MALL 22500 TOWNGATE CIR # 1003 MORENO VALLEY, CA	\$6,101.40

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
22	23 REALTY LLC C/O GERONIMO PROPERTIES 975 MERRIAM AVENUE SUITE 213 LEOMINSTER, MA 01453	S# 3481	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3481) TWIN CITY PLAZA 865 MERRIAM AVE LEOMINSTER, MA	\$4,616.28
23	2902 THIRD AVENUE LLC C/O WHARTON REALTY 500 FIFTH AVENUE 54TH FLOOR NEW YORK, NY 10110	S# 4866	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4866) 2902-2906 3RD AVENUE BRONX, NY	\$26,880.83
24	3130 NORTHRICK L.L.C. 1313 N. WEBB ROAD SUITE 240 WICHITA, KS 67206-4077	S# 960	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #960) POINT AT NORTHRICK 3130 NORTH ROCK ROAD #100 WICHITA, KS	\$0.00
25	31-73 STEINWAY LLC 500 FIFTH AVENUE 54TH FLOOR NEW YORK, NY 10110	S# 4636	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4636) 31-73 STEINWAY STREET LONG ISLAND CITY, NY	\$7,006.67
26	367 LLC C/O MIDWOOD MANAGEMENT CORPORATION 430 PARK AVENUE SUITE 505 NEW YORK, NY 10022	S# 4555	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4555) 367 WASHINGTON ST BOSTON, MA	\$10,363.75
27	41/49 HIGHWAY JUNCTION LIMITED PARTNERSHIP 40179 ENTERPRISE DRIVE SUITE A2 C/O SIERRA REALTY & PROPERTY SERVICES OAKHURST, CA 93644	S# 4877	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4877) OAKHURST MARKETPLACE 40032 HWY 49 SUITE 2 OAKHURST, CA	\$0.00
28	416 OWNERS ASSOCIATION P.O. BOX 488 OVERNIGHT: 188 BYRAM LAKE ROAD ARMONK, NY 10504	S# 4596	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4596) 424 S BROADWAY YONKERS, NY	\$9,542.93

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
29	429-441 86TH STREET LLC C/O WHARTON REALTY 500 FIFTH AVENUE 54TH FLOOR NEW YORK, NY 10110	S# 4770	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4770) 439 86TH ST BROOKLYN, NY	\$18,273.33
30	461 FULTON LIMITED PARTNERSHIP 500 FIFTH AVENUE 54TH FLOOR C/O WHARTON REALTY NEW YORK, NY 10110	S# 4023	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4023) 459 FULTON ST # 461 BROOKLYN, NY	\$21,135.00
31	47TH & KEDZIE PLAZA LLC FKA 666 VENTURE C/O THE TAXMAN CORPORATION 5215 OLD ORCHARD ROAD SUITE 130 SKOKIE, IL 60077	S# 6125	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6125) KEDZIE PLAZA EAST 4707 S KEDZIE CHICAGO, IL	\$4,140.00
32	5060 MONTCLAIR PLAZA LANE OWNER LLC 4700 WILSHIRE BLVD LOS ANGELES, CA 90010	S# 1512	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1512) MONTCLAIR PLACE 2168 E MONTCLAIR PLAZA LN MONTCLAIR, CA	\$5,844.01
33	554 - 558 W 181ST STREET LLC 829 MIDLAND AVENUE YONKERS, NY 10704	S# 2782	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2782) 556 W 181ST NEW YORK, NY	\$25,689.38
34	630 MAIN AVENUE OWNER LLC C/O JACK KASSAB 8 JOANNA COURT WEST DEAL, NJ 07723	S# 3213	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3213) 630 MAIN AVENUE PASSAIC, NJ	\$12,330.00
35	6711 GLEN BURNIE RETAIL LLC C/O GOODMAN PROPERTIES 636 OLD YORK ROAD 2ND FLOOR JENKINTOWN, PA 19046	S# 5066	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5066) CENTRE AT GLEN BURNIE 6711 GOV RITCHIE HWY SPC 603 GLEN BURNIE, MD	\$6,468.03

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
36	702 BRIGHTON BEACH AVENUE LLC 1185 SIXTH AVENUE 10TH FLOOR C/O SOL GOLDMAN INVESTMENTS LLC NEW YORK, NY 10036-2604	S# 2579	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2579) 712 BRIGHTON BEACH AVENUE BROOKLYN, NY	\$25,686.00
37	7342 GREENBACK LANE LLC 564 N SUNRISE AVENUE C/O FIT DEVELOPMENT LP ROSEVILLE, CA 95661-3035	S# 2861	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2861) MERVYNS SHOPPING CENTER 7350 GREENBACK LANE CITRUS HEIGHTS, CA	\$0.00
38	75 S WHITEHORSE LLC C/O HOTELS UNLIMITED INC 399 MONMOUTH STREET EAST WINDSOR, NJ 08520	S# 5442	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5442) 85 WHITEHORSE PIKE HAMMONTON, NJ	\$3,077.22
39	82ND ST. JACKSON HEIGHTS LLC 500 N BROADWAY SUITE 270 JERICO, NY 11753	S# 4347	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4347) 3723 82ND ST FLUSHING, NY	\$19,517.75
40	87TH STREET OWNER LLC C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK RD SUITE 100; PO BOX NEW HYDE PARK, NY 11042-0020	S# 2976	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2976) SUGAR HOUSE CENTER 111 W 87TH ST CHICAGO, IL	\$6,685.47
41	89-22 JAMAICA AVENUE REALTY CORP. C/O STORE FINDERS INC. 861 MANHATTAN AVE. BROOKLYN, NY 11222	S# 5046	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5046) 89-22 JAMAICA AVENUE JAMAICA, NY	\$8,616.67
42	933 SOUTH WILLOW STREET LLC C/O RUBICON REAL ESTATE LLC ONE WASHINGTON STREET SUITE 300 WELLESLEY, MA 02481	S# 5292	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5292) TJ MAXX PLAZA 22 MARCH AVENUE #4 MANCHESTER, NH	\$3,299.06

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
43	94 CROSSING LLC 11850 STUDDT ST. LOUIS, MO 63141	S# 3855	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3855) 94 CROSSING SC 6167 MID RIVERS MALL DR SAINT PETERS, MO	\$3,613.27
44	94-100 LIBERTY INC C/O FRED LEEDS PROPERTIES 1640 S SEPULVEDA BLVD SUITE 320 LOS ANGELES, CA 90025	S# 5056	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5056) 9400 LIBERTY AVENUE OZONE PARK, NY	\$11,666.67
45	985 WEST VOLUSIA LLC C/O SELECT STRATEGIES BROKERAGE FLORIDA 5770 HOFFNER AVENUE SUITE 102 ORLANDO, FL 32822	S# 3501	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3501) WEST VOLUSIA TOWNE CENTRE 985 HARLEY STRICTLAND BLVD ORANGE CITY, FL	\$0.00
46	A.T. INVESTMENTS FOUR C/O DANA BUTCHER ASSOC. 1690 W. SHAW #220 FRESNO, CA 93711	S# 3820	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3820) K-MART PLAZA 1549 HILLMAN ST TULARE, CA	\$6,045.48
47	AAA LAPEER HOLDINGS LLC 1309 LINDEN ROAD SUITE 100 FLINT, MI 48532	S# 5719	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5719) 1111 SUMMIT ST LAPEER, MI	\$3,250.00
48	AAM - 2001 AIRLINE DRIVE LLC C/O VINTAGE REALTY COMPANY LLC; ATTN: NA 330 MARSHALL STREET SUITE 200 SHREVEPORT, LA 71101	S# 349	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #349) 2011 AIRLINE DR BOSSIER CITY, LA	\$6,673.00
49	ABP PEARL HIGHLANDS LLC 822 BISHOP STREET; ATTN: VP PROP MGMT HONOLULU, HI 96813	S# 4818	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4818) PEARL HIGHLANDS CENTER 1000 KAMEHAMEHA HWY PEARL CITY, HI	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
50	ABSTRACT HOLDINGS INC 213 N ORANGE STREET SUITE A GLENDALE, CA 91203	S# 2978	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2978) DUARTE SOUTH SHOPPING CENTER 922 HAMILTON RD DUARTE, CA	\$3,000.00
51	ACADIANA MALL CMBS LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES MANAGEMENT; CW JOIN CHATTANOOGA, TN 37421-6000	S# 3186	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3186) ACADIANA MALL 5725 JOHNSTON ST LAFAYETTE, LA	\$10,992.53
52	ACS PICAYUNE PLAZA MS LLC 350 PINE STREET SUITE #800 BEAUMONT, TX 77701	S# 4685	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4685) 231 FRONTAGE RD PICAYUNE, MS	\$2,529.68
53	ACXIOM CORPORATION 601 EAST THIRD STREET P.O. BOX 8190 LITTLE ROCK, AR 72203-8190	49273; 49275	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER CLIENT AGREEMENT DATED 11/14/2014	\$0.00
54	AD40 LLC CAROLYN HITTLEMAN JOAN BARON MITCHELL GOLDBERG TRUSTEE & OSCAR GOLDBERG 430 PARK AVENUE SUITE 505; C/O MIDWOOD M NEW YORK, NY 10022	S# 4787	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4787) 37-40 74TH STREET JACKSON HEIGHTS, NY	\$11,997.71
55	ADELE JOSEPHO FAMILY TRUSTC ADELE JOSEPHO TRUSTEE;STEVEN M JOSEPHO TRUSTSTEVEN M. JOSEPH TRUSTEE; JEAN ALAINE TRUSTJEAN 3122 SAN LUIS REY ROAD OCEANSIDE, CA 92054-1222	S# 5011	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5011) 655 N OVERLAND AVE BURLEY, ID	\$3,303.16
56	ADH LEASING CO LLC PO BOX 209 LAPORTE, IN 46352-0209	S# 6238	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6238) 603 J STREET LA PORTE, IN	\$2,878.33

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
57	AFCC LIMITED C/O WOODBURY CORPORATION 2733 E. PARLEYS WAY SUITE 300 SALT LAKE CITY, UT 84109-1662	S# 3719	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3719) 484 NORTH 950 WEST SPACE A AMERICAN FORK, UT	\$5,695.80
58	AGC SD RETAIL 6 LLC 7827 CONVOY COURT SUITE 407 C/O CBC ADVISORS SAN DIEGO, CA 92111	S# 3804	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3804) 805 COLLEGE BLVD STE 101 OCEANSIDE, CA	\$25,489.69
59	AGC SD RETAIL 6 LLC 7827 CONVOY CT SUITE 407 C/O CBC ADVISORS SAN DIEGO, CA 92111	S# 220	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #220) EASTLAKE TERRACE SC 1450 EASTLAKE PARKWAY CHULA VISTA, CA	\$12,377.27
60	AGC SD RETAIL 6 LLC 7827 CONVOY CT SUITE 407 C/O CBC ADVISORS SAN DIEGO, CA 92111	S# 5249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5249) PALM PROMENADE 662 DENNERY ROAD SPACE 103 SAN DIEGO, CA	\$23,136.63
61	AI LONGVIEW LLC C/O ELLIOTT ASSOC. INC. 901 NE GLISAN STREET PORTLAND, OR 97232	S# 6534	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6534) TWIN CITY CENTER 760 G OCEAN BEACH HIGHWAY LONGVIEW, WA	\$4,050.00
62	AIRBORNE REALTY LLC C/O ASH MANAGEMENT INC 1113 AVENUE J BROOKLYN, NY 11230	S# 3121	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3121) 54 S 4TH AVE MOUNT VERNON, NY	\$8,550.92
63	AIRWATCH, LLC 1155 PERIMETER CENTER WEST SUITE 100 ATLANTA, GA 30338	72235	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT QUOTE 1300 LICENSES	\$41,873.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
64	AIRWATCH, LLC 931 MONROE DRIVE, SUITE 102-103, ATLANTA, GA 30308	55332	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT QUOTE DATED 01/07/2016	\$0.00
65	AKSARBEN LIMITED PARTNERSHIP 20295 NE 29TH PLACE SUITE 200 C/O JEFFREY M PERLOW ESQ AVENTURA, FL 33180	S# 4889	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4889) 11106 N W 7TH AVENUE MIAMI, FL	\$7,446.11
66	AL ZEISZ AND IAN SMITH 18151 ANNETTAS WAY SOUTH BEND, IN 46637	S# 6232	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6232) 519 W MCKINLEY AVE MISHAWAKA, IN	\$0.00
67	ALBANY MALL LLC C/O ARONOV REALTY COMPANY INC. P.O. BOX 235000 MONTGOMERY, AL 36123-5000	S# 4303	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4303) ALBANY MALL 2601 DAWSON ROAD SPACE B10 ALBANY, GA	\$3,153.45
68	ALCO REALTY LLC 3523 BEDFORD AVENUE BROOKLYN, NY 11210	S# 4350	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4350) 5320 5TH AVE BROOKLYN, NY	\$13,440.00
69	ALDERWOOD MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN. DEPT. CHICAGO, IL 60606	S# 2090	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2090) ALDERWOOD MALL 3000 184TH STREET SW LYNNWOOD, WA	\$18,538.35
70	ALEXANDRIA MAIN MALL LLC C/O RADIANT PARTNERS LLC 145 W 45TH STREET 10TH FLOOR NEW YORK, NY 10036	S# 1701	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1701) ALEXANDRIA MALL 3437 MASONIC DR ALEXANDRIA, LA	\$7,287.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
71	ALI LIVING TRUST 25401 CABOT ROAD SUITE 208 LAGUNA HILLS, CA 92353	S# 4300	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4300) PERRIS VALLEY SPECTRUM 2560 N PERRIS BLVD STE R5 PERRIS, CA	\$5,382.42
72	ALJACKS LLC 16400 PCH SUITE 207 ATTN: LEONARD H. LUNDIN HUNTINGTON BEACH, CA 92649	S# 2929	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2929) SHOWCASE AT INDIO 42225 JACKSON ST INDIO, CA	\$0.00
73	ALLERTON ASSOCIATES LLC 1430 BROADWAY SUITE 1505 C/O COMJEM ASSOCIATES LTD NEW YORK, NY 10018	S# 5042	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5042) 744 ALLERTON AVENUE BRONX, NY	\$10,826.67
74	ALPHA LAKE LTD 1700 GEORGE BUSH DRIVE EAST SUITE 240 COLLEGE STATION, TX 77840	S# 13	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #13) PARIS TOWNE CENTER 3562 LAMAR AVE PARIS, TX	\$3,000.01
75	ALTAMONTE MALL LLC 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 4387	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4387) ALTAMONTE MALL 451 E ALTAMONTE DR ALTAMONTE SPRINGS, FL	\$11,917.18
76	ALTERYX, INC. 3345 MICHELSON DR. STE 400 IRVINE, CA 92612	49254	PAYLESS SHOESOURCE WORLDWIDE, INC.	ALTERYX ORDER FORM AND LICENSE FOR ALTERYX PRODUCTS DATED 5/2/2014	\$0.00
77	AMALGAMATED FINANCIAL EQUITIES VI LLC C/O CARPIONATO PROPERTIES INC. 1414 ATWOOD AVENUE JOHNSTON, RI 02919	S# 6700	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6700) JOHNSTON PLAZA 11 COMMERCE WAY JOHNSTON, RI	\$3,230.58

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78	AMERICAN BUILDING ASSOCIATES LIMITED PARTNERSHIP C/O HBW GROUP 1055 FIRST STREET SUITE 200 ROCKVILLE, MD 20850	S# 6022	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6022) LIBERTY COURT S/C 8624 LIBERTY ROAD RANDALLSTOWN, MD	\$722.00
79	AMPAC INVESTMENT GROUP 16905 SUNDANCE DRIVE C/O HEDY CHANG MORGAN HILL, CA 95037	S# 552	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #552) GOLDEN CIRCLE SC 311 N CAPITOL AVE SAN JOSE, CA	\$6,916.67
80	AMRAGOSA PALMDALE INVESTMENTS LLC 433 N CAMDEN DRIVE SUITE 500 C/O DOLMAR INC BEVERLY HILLS, CA 90210	S# 2319	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2319) SOUTHERN PLAZA 825 W SOUTHERN AVE PHOENIX, AZ	\$2,052.00
81	ANAMAR PROPERTIES LLC 1518 MARTENS DRIVE PO BOX 127 HAMMOND, LA 70401	S# 330	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #330) HOBBY LOBBY CENTER 2702 W THOMAS ST HAMMOND, LA	\$3,974.00
82	ANCHORAGE SHOPPING CENTER LLC 4000 WEST DIMOND BLVD SUITE 240 ANCHORAGE, AK 99502	S# 5461	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5461) SEARS MALL 600 E NORTHERN LIGHTS #157 ANCHORAGE, AK	\$10.00
83	ANDREW D GUMBERG TRUSTEE UTA DATED DECEMBER 11984 C/O GUMBERG ASSET MANAGEMENT CORP; ATTN: 3200 N FEDERAL HIGHWAY FT LAUDERDALE, FL 33306	S# 1245	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1245) CORAL RIDGE MALL 3200 N FEDERAL HWY FORT LAUDERDALE, FL	\$18,790.88
84	ANIMAS VALLEY MALL ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 2374	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2374) ANIMAS VALLEY MALL 4601 E MAIN ST FARMINGTON, NM	\$8,473.71

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
85	ANNA KARPINSKI 12 CLIFFSIDE WILLOW SPRINGS, IL 60480	S# 2511	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2511) 5892 S ARCHER AVE CHICAGO, IL	\$5,140.00
86	ANNAPOLIS MALL OWNER LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 3216	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3216) ANNAPOLIS MALL 1630 ANNAPOLIS MALL ANNAPOLIS, MD	\$16,906.68
87	ANTELOPE VALLEY MALL LLC 50 PUBLIC SQUARE TERMINAL TOWER SUITE 70 C/O FOREST CITY CLEVELAND, OH 44113-2203	S# 4365	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4365) ANTELOPE VALLEY MALL 1233 W AVENUE P STE 537 PALMDALE, CA	\$5,316.58
88	APACHE MALL LLC/GGPLP LLC 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 4043	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4043) APACHE MALL 1201 12TH STREET SW SUITE 505 ROCHESTER, MN	\$9,983.37
89	APOPKA ASSOCIATES 2006 LLC 1840 MAIN STREET SUITE 204 C/O COASTAL EQUITIES WESTON, FL 33326	S# 295	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #295) APOPKA LAND REGIONAL MALL 759 S ORANGE BLOSSOM TRL APOPKA, FL	\$260.00
90	APPLIED PREDICTIVE TECHNOLOGIES 901 NORTH STUART STREET 11TH FLOOR ARLINGTON, VA 22203	55075	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 11/14/2003	\$0.00
91	APPLIED PREDICTIVE TECHNOLOGIES, INC. 901 NORTH STUART STREET, SUITE 1100 ARLINGTON, VA 22203	55091	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT ADDENDUM FOR APT INDEX DATED 03/25/2015	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
92	APPLIED PREDICTIVE TECHNOLOGIES, INC. 901 N. STUART STREET SUITE 1100 ARLINGTON, VA 22203	55085	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/06/2006	\$0.00
93	APPLIED PREDICTIVE TECHNOLOGIES, INC. 901 NORTH STUART STREET SUITE 1100 ARLINGTON, VA 22203	55080	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT ORDER AGREEMENT DATED 08/21/2007	\$0.00
94	ARBOR PLACE II LLC 6700 DOUGLAS BOULEVARD C/O CBL & ASSOCIATES MANAGEMENT INC DOUGLASVILLE, GA 30135	S# 5763	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5763) ARBOR PLACE MALL 6700 DOUGLAS BLVD DOUGLASVILLE, GA	\$10,366.91
95	ARC PLBKVOH001, LLC 405 PARK AVENUE 15TH FLOOR NEW YORK, NY 10022	55116	PAYLESS SHOESOURCE DISTRIBUTION, INC.	LEASE: BUILDING AND LAND LEASE AGREEMENT DATED 04/24/2007 PLUS AMENDMENTS	\$0.00
96	ARCADE INVESTMENT CORP 11840 DOROTHY STREET UNIT #301 LOS ANGELES, CA 90049	S# 535	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #535) 6948 MAGNOLIA AVE RIVERSIDE, CA	\$6,478.50
97	ARCADIAN SHORES COMMONS LLC 8820 MARINA PARKWAY ATTN: LEASE ADMINISTRATION MYRTLE BEACH, SC 29572	S# 3018	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3018) ARCADIAN SHORES COMMONS 10792 KINGS RD MYRTLE BEACH, SC	\$1,172.40
98	ARIZONA MILLS L.L.C. 225 W. WASHINGTON STREET C/O MILLS SERVICES CORP INDIANAPOLIS, IN 46204-3438	S# 5567	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5567) ARIZONA MILLS 5000 ARIZONA MILLS CIRCLE TEMPE, AZ	\$14,309.91

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
99	ARLINGTON RIDGE MARKETPLACE LLC 3951 CONVENIENCE CIRCLE NW CANTON, OH 44718	S# 6251	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6251) ARLINGTON RIDGE MARKETPLACE 790 ARLINGTON RIDGE AKRON, OH	\$3,045.00
100	ARNOT REALTY CORPORATION ARNOT MALL GENERAL MANAGER 3300 CHAMBERS ROAD SOUTH SUITE 5127 HORSEHEADS, NY 14845	S# 3233	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3233) ARNOT MALL 3300 CHAMBERS RD SUITE M4 HORSEHEADS, NY	\$3,833.33
101	ARROWHEAD TOWNE CENTER LLC ATTN: CENTER MANAGER 7700 WEST ARROWHEAD TOWNE CENTER GLENDALE, AZ 85308	S# 4808	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4808) ARROWHEAD TOWNE CENTER 7700 W ARROWHEAD TOWNE CENTRE SP 2145 GLENDALE, AZ	\$15,824.05
102	ARUNDEL MILLS LIMITED PARTNERSHIP 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 4287	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4287) ARUNDEL MILLS MALL 7000 ARUNDEL MILLS CIRCLE HANOVER, MD	\$17,456.20
103	ARVADA RIDGE VERTICAL RETAIL LLC 6380 S. FIDDLER'S GREEN CIRCLE SUITE 400 ATTN: PROPERTY MANAGER GREENWOOD VILLAGE, CO 80111	S# 2517	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2517) ARVADA RIDGE MARKETPLACE 5091 Kipling St WHEAT RIDGE, CO	\$5,607.14
104	ASHEVILLE MALL CMBS LLC 2030 HAMILTON PLACE BLVD CBL CENTER SUIT C/O CBL & ASSOCIATES MANAGEMENT INC CHATTANOOGA, TN 37421-6000	S# 3861	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3861) ASHEVILLE MALL 3 SOUTH TUNNEL ROAD ASHEVILLE, NC	\$4,330.00
105	ASPEN HILL VENTURE 2000 TOWER OAKS BLVD NINTH FLOOR C/O TOWER COMPANIES ROCKVILLE, MD 20852	S# 1555	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1555) ASPEN HILL SHOPPING CENTER 13653 CONNECTICUT AVE ASPEN HILL, MD	\$10,696.53

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
106	AT&T MOBILITY NATIONAL ACCOUNT, LLC. PO Box 6463 Carol Stream, IL 60197-6463	80109	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CORPORATE DIGITAL ADVANTAGE AGREEMENT DATED 07/08/2014	\$0.00
107	ATLANTIC CITY ASSOCIATES NUMBER TWO (S-1) LLC 3200 NORTHLINE AVENUE SUITE 360 C/O TANGER PROPERTIES LP; ATTN: LEGAL DE GREENSBORO, NC 27408	S# 3944	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3944) ATLANTIC CITY OUTLETS-THE WALK 2022 BALTIC AVE ATLANTIC CITY, NJ	\$2,511.20
108	AUBURN MALL LLC 1190 INTERSTATE PARKWAY C/O HULL STOREY GIBSON CO ATTN: J HULL AUGUSTA, GA 30909	S# 3672	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3672) AUBURN MALL 1627 OPELIKA RD AUBURN, AL	\$97.92
109	AUBURN PLAZA LLC 550 CENTER STREET C/O AUBURN MALL AUBURN, ME 04210	S# 4628	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4628) AUBURN MALL 550 CENTER ST AUBURN, ME	\$0.00
110	AUGUSTA MALL LLC C/O GENERAL GROWTH PROPERTIES 10275 LITTLE PATUXENT PARKWAY COLUMBIA, MD 21044	S# 486	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #486) AUGUSTA MALL 3450 WRIGHTSBORO RD AUGUSTA, GA	\$8,531.67
111	AURORA INVESTMENTS LLC 5215 EDINA INDUSTRIAL BLVD SUITE 100 EDINA, MN 55439-3023	S# 735	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #735) 1615 ROBERT ST S WEST SAINT PAUL, MN	\$5,803.10
112	AUSTINTOWN PLAZA PROPERTIES LLC C/O VISCONSI COMPANIES LTD 30050 CHAGRIN BLVD #360 PEPPER PIKE, OH 44124	S# 627	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #627) AUSTINTOWN PLAZA 6000 MAHONING AVE YOUNGSTOWN, OH	\$0.00

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113	AVENUES MALL LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3424	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3424) THE AVENUES MALL 10300 SOUTHSIDE BLVD JACKSONVILLE, FL	\$9,139.34
114	AVIANA COMPANY II LLC C/O CARNEGIE MGMT & DEV CO. 27500 DETROIT ROAD 3RD FLOOR WESTLAKE, OH 44145	S# 843	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #843) AVON COMMONS 10423 US E HIGHWAY 36 AVON, IN	\$1,260.00
115	AVIATION MALL NEWCO LLC THE CLINTON EXCHANGE 4 CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 4756	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4756) AVIATION MALL 578 AVIATION MALL RD GLENS FALLS, NY	\$9,497.38
116	AVIDO LLC 109 ADAMS DRIVE BINGHAMTON, NY 13905	S# 6446	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6446) 1333 UPPER FRONT STREET ROUTE 12 BINGHAMTON, NY	\$2,250.00
117	AWE-AR IVERSON MALL LLC 3737 BRANCH AVENUE HILLCREST HEIGHTS, MD 20748	S# 3220	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3220) IVERSON MALL 3863 BRANCH AVE SUITE A TEMPLE HILLS, MD	\$0.00
118	B AND B CASH GROCERY STORE INC. 927 US HIGHWAY 301 SOUTH TAMPA, FL 33619	S# 1247	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1247) FT MYERS SHOPPING CENTER 4155 PALM BEACH BLVD FORT MYERS, FL	\$1,757.83
119	B.H.N.V. REALTY CORPORATION 10 W. 33RD STREET SUITE 1020 NEW YORK, NY 10001	S# 4035	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4035) 2143 3RD AVE NEW YORK, NY	\$13,336.67

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120	B.V. PROPERTIES INC. YAUCO PLAZA SHOPPING CENTER 1-137 YAUCO PLAZA, PR 00698	S# 4165	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4165) YAUCO PLAZA SC 2 CARR 128 YAUCO, PR	\$0.00
121	BACHMAN LAKE VILLAGE INC. C/O DAVID E. CLAASSEN INVESTMENTS INC. 8400 WESTCHESTER SUITE 300 DALLAS, TX 75225	S# 3048	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3048) VILLAGE AT BACHMAN LAKE 3701 W NORTHWEST HWY DALLAS, TX	\$2,986.83
122	BACM 2005-6 N US HIGHWAY 89 LLC 2100 WEST 7TH STREET; ATTN: FREDERICK J C/O THE WOODMONT COMPANY/RE: BACM 2005-6 FT WORTH, TX 76107	S# 2657	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2657) FLAGSTAFF MALL 4650 N US HIGHWAY 89 FLAGSTAFF, AZ	\$711.71
123	BALCORP INC. C/O BALDWIN BROTHERS INC 2540 VILLAGE COMMON DRIVE ERIE, PA 16506-7202	S# 6248	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6248) 2165 FORT STREET LINCOLN PARK, MI	\$0.00
124	BALCORP INC. C/O BALDWIN BROTHERS INC. 2540 VILLAGE COMMON DRIVE ERIE, PA 16506-7202	S# 6174	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6174) 27771 DEQUINDRE RD MADISON HEIGHTS, MI	\$1,354.16
125	BALDWIN SHOE PROPERTIES 2540 VILLAGE COMMON DRIVE C/O BALDWIN BROTHERS INC ERIE, PA 16506-7202	S# 6261	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6261) 13179 SMITH RD MIDDLEBURG HEIGHTS, OH	\$3,882.09
126	BALTIMORE CENTER ASSOCIATES LP - C/O THEGALLERY AT HARBO RPLACE 110 N WACKER DR ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 1683	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1683) GALLERY AT HARBORPLACE 200 E PRATT ST BALTIMORE, MD	\$12,353.75

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
127	BAM COMMERCIAL PROPERTIES LLC PO BOX 529 SOLDOTNA, AK 99669	S# 5589	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5589) PENINSULA CENTER MALL 44332 STERLING HWY SOLDOTNA, AK	\$312.91
128	BANGOR MALL LLC C/O KRAVO SIMON COMPANY 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4546	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4546) BANGOR MALL 663 STILLWATER AVE SPACE F-2 BANGOR, ME	\$15,905.82
129	BARBARA STANNY AS TRUSTEE OF THE BARBARA BLOCH REVOCABLE TRUST DATED 221 MIDDLEPOINT ROAD PORT TOWNSEND, WA 98368	S# 423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #423) 2301 ELIDA RD LIMA, OH	\$4,166.67
130	BASS EQUITIES LLC 5728 MAJOR BLVD SUITE 505 ORLANDO, FL 32819	S# 5475	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5475) KISSIMMEE COMMONS SHOPPING CENTER 4386 W VINE ST KISSIMMEE, FL	\$6,452.46
131	BASSETT PLACE REAL ESTATE COMPANY LLC C/O CYPRESS EQUITIES MANAGED SERVICES LP 8343 DOUGLASS AVENUE SUITE 200 DALLAS, TX 75225	S# 676	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #676) BASSETT CENTER 6101 GATEWAY BLVD W EL PASO, TX	\$9,058.55
132	BATISTA S VIEIRA; DOLORES M VIEIRA TRUSTEE UNDER THE BATISTA & DOLORES VIEIRA REVOCABLE LIVING TRUST DATED JUNE 1 2004 227 N SANTA CRUZ AVENUE SUITE B LOS GATOS, CA 95030	S# 5266	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5266) COUNTRYSIDE PLAZA 1800 COUNTRYSIDE DRIVE TURLOCK, CA	\$4,929.39
133	BATTLEFIELD MALL LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 2444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2444) BATTLEFIELD MALL 2825 S GLENSTONE AVE SPRINGFIELD, MO	\$21,990.99

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134	BAWABEH BROTHERS NO 2 LLC 539 EASTERN PARKWAY THIRD FLOOR ATTN: EDDIE MIZRACHI BROOKLYN, NY 11216	S# 3667	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3667) 1231 FULTON ST BROOKLYN, NY	\$9,674.95
135	BAWABEH BROTHERS NO 2 LLC 539 EASTERN PARKWAY THIRD FLOOR TRUST NO 11-2758748 BROOKLYN, NY 11216	S# 5071	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5071) 428 UTICA AVENUE BROOKLYN, NY	\$6,250.00
136	BAWABEH BROTHERS NO 2 LLC 539 EASTERN PARKWAY THIRD FLOOR TRUST NO 20-3617099 BROOKLYN, NY 11216	S# 4622	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4622) 2826 CHURCH AVE BROOKLYN, NY	\$1,020.75
137	BAY HARBOR PLAZA LLC 641 SHUNPIKE ROAD C/O FIDELITY MANAGEMENT LLC CHATHAM, NJ 07928	S# 5027	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5027) BAY HARBOR PLAZA 55 BRICK BLVD BRICK, NJ	\$1,670.39
138	BAY PLAZA COMMUNITY CENTER LLC C/O PRESTIGE PROPERTIES & DEVEL. CO INC 546 FIFTH AVENUE 15TH FLOOR NEW YORK, NY 10036	S# 5760	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5760) BAY PLAZA 2260 BARTOW AVE BRONX, NY	\$28,932.97
139	BAYSHORE MALL 1114 AVENUE OF THE AMERICAS SUITE 2800 ATTN: GENERAL COUNSEL NEW YORK, NY 10036-7703	S# 2550	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2550) BAYSHORE MALL 3300 BROADWAY ST # 300 EUREKA, CA	\$7,186.63
140	BAYSHORE TOWN CENTER LLC 5500 NEW ALBANY ROAD EAST SUITE 310 C/O MALL PROPERTIES ATTN: LEASE ADMINIST NEW ALBANY, OH 43054	S# 2504	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2504) BAYSHORE TOWN CENTER 5800 N BAYSHORE DR GLENDALE, WI	\$5,488.26

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
141	BCS PROPERTIES OF ANN ARBOR INC C/O CABRIO PROPERTIES 2350 S HURON PARKWAY ANN ARBOR, MI 48104	S# 5677	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5677) ROUNDTREE PLACE 2539 ELLSWORTH RD YPSILANTI, MI	\$4,008.67
142	BCS REALTY LLC 1288 CONEY ISLAND AVENUE PO BOX 300-381 BROOKLYN, NY 11230	S# 4098	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4098) 32 WESTCHESTER SQ BRONX, NY	\$13,486.71
143	BDG GOTHAM PLAZA LLC C/O BLUMENFELD DEVELOPMENT GROUP LTD 300 ROBBINS LANE SYOSSET, NY 11791	S# 1141	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1141) GOTHAM PLAZA 149 E 125TH ST NEW YORK, NY	\$8,992.79
144	BELDEN MALL LLC 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 2835	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2835) BELDEN VILLAGE MALL 4115 BELDEN VILLAGE MALL CANTON, OH	\$9,563.34
145	BELLE TERRE PLAZA LLC 4919 CANAL STREET SUITE 102 NEW ORLEANS, LA 70119	S# 1208	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1208) BELLE TERRE SHOPPING CENTER 1800 W AIRLINE HWY LA PLACE, LA	\$2,187.50
146	BELLIS FAIR MALL LLC 110 N. WACKER DRIVE ATTN: LAW/LEASE ADMINISTRATION DEPT CHICAGO, IL 60606	S# 3056	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3056) BELLIS FAIR MALL 1 BELLIS FAIR PKWY BELLINGHAM, WA	\$18,417.60
147	BELLWETHER PROPERTIES OF MASSACHUSETTS LIMITED PARTNERSHIP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3925	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3925) BURLINGTON MALL 75 MIDDLESEX TURNPIKE BURLINGTON, MA	\$14,169.57

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
148	BEN OSTLIND PO BOX 2768 SANTA ROSA, CA 95405	S# 2115	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2115) KMART SC 3565 INDUSTRIAL DR SANTA ROSA, CA	\$4,166.67
149	BENJAMIN J VALENTINE & BETTY J VALENTINE TRUSTEES OF BENJAMIN J VALENTINE & BETTY J VALENTINE REVOCABLE TRUST 42424 N. CROSS TIMBERS COURT PHOENIX, AZ 85086	S# 4581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4581) WAL MART CENTER POINT 2443 MEMORIAL DR WAYCROSS, GA	\$3,050.00
150	BENNINGTON SQUARE PARTNERS LLC 120 WHITE PLAINS ROAD SUITE 110 C/O JUSTER DEVELOPMENT CO TARRYTOWN, NY 10591	S# 5104	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5104) BENNINGTON SQUARE S/C 101 BENNINGTON SQUARE BENNINGTON, VT	\$2,508.33
151	BERKSHIRE MALL LLC PO BOX 7189 4737 CONCORD PIKE WILMINGTON, DE 19803	S# 1383	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1383) BERKSHIRE MALL 1665 STATE HILL ROAD READING, PA	\$2,543.62
152	BERKSHIRE SHOPPING CENTER LLC 30 GERMANTOWN ROAD ATTN: DAVID HAWLEY/HAWLEY MANAGEMENT DANBURY, CT 06810	S# 5147	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5147) BERKSHIRE SHOPPING CENTER 67 NEWTOWN RD DANBURY, CT	\$4,957.49
153	BETTY JANE WILLIMON P.O. BOX 2538 GREER, SC 29652	S# 4957	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4957) 3710 CLEMSON HWY ANDERSON, SC	\$4,959.36
154	BHAAJ TX1 LLC 11630 PENICK WAY FRISCO, TX 75033	S# 99	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #99) 805 MELBOURNE RD HURST, TX	\$3,621.75

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
155	BIRCHWOOD MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O ROUSE PROPERTIES ATTN: GEN COUNSEL NEW YORK, NY 10036-7703	S# 3398	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3398) BIRCHWOOD MALL 4350 24TH AVE STE 116 FORT GRATIOT, MI	\$8,745.11
156	BLACKHAWK NETOWRK, INC. 5918 STONERIDGE MALL ROAD ATTN: TALBOTT ROCHE PLEASANTON, CA 94588	55239	PAYLESS GOLD VALUE CO, INC.	SALES CONTRACT/TRADE AGREEMENT NETWORK GIFT CARD AGREEMENT DATED 06/12/2014	\$0.00
157	BLACKHAWK NETWORK, INC. 5918 STONERIDGE MALL ROAD PLEASANTON, CA 94588-3229	55243	PAYLESS GOLD VALUE CO, INC.	SALES CONTRACT/TRADE AGREEMENT GIFT CARD AGREEMENT DATED 06/12/2014	\$0.00
158	BLAKE PROPERTIES OF MERIDIAN LLC 481 CYPRESS LANE SUITE 100 GREENVILLE, MS 38701	S# 1114	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1114) 1831 MARTIN LUTHER KING JR BLVD GREENVILLE, MS	\$0.00
159	BLDG-ICS OLNEY LLC C/O WRGUSA LLC 8 INDUSTRIAL WAY EAST 2ND FLOOR EATONTOWN, NJ 07724	S# 4840	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4840) ONE AND OLNEY S/C 101 EAST OLNEY AVENUE PHILADELPHIA, PA	\$24.83
160	BLOCH HTC LLC 1200 112TH AVENUE NE SUITE A-101 BELLEVUE, WA 98004	S# 6486	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6486) 32185 STATE ROUTE 20 #1 OAK HARBOR, WA	\$4,899.39
161	BLOOMFIELD PLAZA ASSOCIATES L.P. 801 SECOND AVENUE 21ST FLOOR NEW YORK, NY 10017	S# 3251	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3251) BLOOMFIELD PLAZA 135 BLOOMFIELD AVE SPACE 3 BLOOMFIELD, NJ	\$7,839.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
162	BLUE DIAMOND CROSSING II LLC 8375 W. FLAMINGO SUITE 200 ATTN: JIM BETZ AND JOHN STEWART LAS VEGAS, NV 89147	S# 1137	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1137) BLUE DIAMOND CROSSING 4150 BLUE DIAMOND RD LAS VEGAS, NV	\$5,548.90
163	BLUE SPRINGS PARTNERS LP - C/O RED DEVELOPMENT LIGHTON TOWER - 7500 COLLEGE BLVD SUITE ATTN: VICE PRESIDENT LEGAL OVERLAND PARK, KS 66210	S# 3980	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3980) ADAMS DAIRY LANDING 1154 NE CORONADO DRIVE BLUE SPRINGS, MO	\$7,856.69
164	BM CROSSROADS LLC C/O DAVID GARFUNKEL & COMPANY LLC 400 MALL BLVD SUITE M SAVANNAH, GA 31406	S# 1307	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1307) CROSSROADS MARKET PLACE 3055 COLUMBIA BLVD TITUSVILLE, FL	\$7,202.27
165	BMHC DOWNTOWN DEVELOPMENT ASSOCIATES 2882 THIRD AVENUE C/O REVOLUTION CORP BRONX, NY 10455	S# 2470	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2470) 805 BROAD ST NEWARK, NJ	\$11,433.89
166	BOARDWALK 15 A LLC 12411 VENTURA BLVD STUDIO CITY, CA 91604	S# 428	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #428) SHOPS AT BOARDWALK 8608 N BOARDWALK AVE KANSAS CITY, MO	\$838.70
167	BOBPAYLESS MI LLC C/O NORMAN BOBROW & CO INC 488 MADISON AVENUE 19TH FLOOR NEW YORK, NY 10022	S# 4422	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4422) 4312 I 75 BUSINESS SPUR SAULT SAINTE MARIE, MI	\$0.00
168	BOCA PARK MARKETPLACE SYNDICATIONS GROUP LLC 9440 W SAHARA AVE SUITE 240 SYNDICATION GROUPS LLC LAS VEGAS, NV 89117	S# 5798	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5798) BOCA PARK MARKEPLACE 8740 W CHARLESTON BLVD LAS VEGAS, NV	\$6,730.49

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
169	BOISE MALL LLC C/O BOISE MALL L.L.C./ATTN: LAW/LEASE AD 110 N. WACKER DR. CHICAGO, IL 60606	S# 3105	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3105) BOISE TOWNE SQUARE 350 N MILWAUKEE ST BOISE, ID	\$13,541.60
170	BOLGER 39 ASSOCIATES LLC; MAIN BOLGER LLC; GLO-RAE BOLGER LLC C/O BLOCK & COMPANY INC. 605 W. 47TH STREET SUITE 200 KANSAS CITY, MO 64112	S# 426	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #426) BOLGER SQUARE SC 17710 EAST 39 ST SOUTH INDEPENDENCE, MO	\$1,876.42
171	BON APETIT MANAGEMENT COMPANY C/O DAVID TOAY 1701 AMERICAN BOULEVARD E., SUITE #8 MINNEAPOLIS, MN 55044	55294	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FOOD SERVICES AGREEMENT DATED 03/25/2008 PLUS AMENDMENTS	\$42,863.25
172	BONIUK INTERESTS LTD 3720 SAN JACINTO C/O MILA PROPERTIES INC HOUSTON, TX 77004-3922	S# 1646	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1646) HAMMERLY PLAZA 10148 HAMMERLY BLVD HOUSTON, TX	\$0.00
173	BONNEY'S CORNER ASSOCIATES LLP - C/O HARVEY LINDSAY COMMERCIAL REAL ESTATE 1400 DOMINION TOWER 999 WATERSIDE DRIVE NORFOLK, VA 23510	S# 4148	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4148) KEMPS RIVER CROSSING 1255 FORDHAM DRIVE VIRGINIA BEACH, VA	\$2,188.41
174	BOSCACCI GROUP LLC PO BOX 1637 LAFAYETTE, CA 94549	S# 4094	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4094) 870 W EL MONTE WAY STE A DINUBA, CA	\$3,972.67
175	BOULEVARD MALL SPE LLC 50 PUBLIC SQUARE SUITE 700 COMMERICAL DIVISION TERMINAL TOWER CLEVELAND, OH 44113-2203	S# 4138	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4138) BOULEVARD MALL 1259 C NIAGARA FALLS BLVD AMHERST, NY	\$3,194.62

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
176	BOWIE MALL COMPANY LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1832	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1832) BOWIE TOWN CENTER 15608 EMERALD WAY BOWIE, MD	\$9,433.71
177	BPC HENDERSON LLC TERMINAL TOWER 50 PUBLIC SQUARE SUITE 70 C/O FOREST CITY MGMT INC CLEVELAND, OH 44113-2203	S# 5016	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5016) GALLERIA AT SUNSET 1300 W SUNSET ROAD SPACE 1557 HENDERSON, NV	\$8,268.09
178	BRADLEY PARK CROSSING LLC 2055 CAMINITO SAN NICHOLAS C/O THE ROSEN GROUP LA JOLLA, CA 92037	S# 3038	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3038) BRADLEY PARK CROSSING 1591 BRADLEY PARK DRIVE COLUMBUS, GA	\$10,242.01
179	BRAINTREE PROPERTY ASSOCIATES LP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5574	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5574) SOUTH SHORE PLAZA 250 GRANITE BRAINTREE, MA	\$19,044.33
180	BRANDON SHOPPING CENTER PARTNERS LTD 2049 CENTURY PARK EAST 41ST FLOOR ATTN: LEGAL DEPARTMENT LOS ANGELES, CA 90067	S# 4862	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4862) WESTFIELD BRANDON 659 BRANDON TOWN CENTER MALL BRANDON, FL	\$16,228.16
181	BRE DDR BR NAUGATUCK CT LLC C/O DDR CORP 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 6324	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6324) 950 WOLCOTT ST WATERBURY, CT	\$8,182.57
182	BRE DDR BR WHITE OAK VA LLC C/O DDR CORP; ATTN: EXECUTIVE VP-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 2192	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2192) THE SHOPS AT WHITE OAK VILLAGE 4501 S LABURNUM AVE RICHMOND, VA	\$9,136.45

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
183	BRE DDR ERIE MARKETPLACE DST C/O DEVELOPERS DIVERSIFIED REALTY 3300 ENTERPRISE PARKWAY; ATTN: EXEC VP - BEACHWOOD, OH 44122	S# 3688	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3688) ERIE MARKET PLACE 6714 PEACH ST ERIE, PA	\$7,464.88
184	BRE PEARLRIDGE LLC C/O GLIMCHER DEVELOPMENT CORPORATION 180 EAST BROAD STREET 21ST STREET COLUMBUS, OH 43215	S# 4427	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4427) PEARL RIDGE UPTOWN 98-1005 MOANALUA RD AIEA, HI	\$22,424.66
185	BRE RETAIL RESIDUAL OWNER 1 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 6720	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6720) THE CENTRE AT PRESTON RIDGE 8300 GAYLORD PARKWAY FRISCO, TX	\$8,190.06
186	BRE RETAIL RESIDUAL SHOPPES AT VALLEY FORGE OWNER LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 6568	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6568) SHOPPES AT VALLEY FORGE 242 SCHUYLKILL RD PHOENIXVILLE, PA	\$3,427.20
187	BRE THRONE APPLGATE RANCH LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 2849	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2849) APPLGATE RANCH COMMERCIAL CENTER 1106 COMMERCE AVE ATWATER, CA	\$6,632.70
188	BRE THRONE CLOVIS COMMONS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 2206	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2206) CLOVIS COMMONS SC 635 W HERNDON AVE CLOVIS, CA	\$12,170.24
189	BRIAN F CONROY TRUSTEE OF HUSBANDS TRUST UNDER THE CONROY FAMILY TRUST AGREEMENT DATED JULY 22 1987 PO BOX 3513 PALOS VERDES, CA 90274	S# 3148	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3148) VONS YUCAIPA COMM. CENTER 34324 YUCAIPA BLVD UNIT A YUCAIPA, CA	\$5,996.25

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
190	BRICKTOWN UE LLC 210 ROUTE 4 EAST ATTN: LEGAL DEPT PARAMUS, NJ 07652	S# 3631	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3631) BRICKTOWN SHOPPING CENTER 660 ROUTE 70 SUITE 4 BRICK, NJ	\$17,817.17
191	BRIDGEWATER COMMONS C/O BRIDGEWATER COMMONS MALL II LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 3897	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3897) BRIDGEWATER COMMONS 400 COMMONS WAY BRIDGEWATER, NJ	\$16,250.10
192	BRIXMOR CAPITOL SC LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 4697	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4697) CAPITAL SHOPPING CENTER 80 STORRS ST CONCORD, NH	\$5,747.10
193	BRIXMOR CROSS KEYS COMMONS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 3488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3488) CROSS KEYS COMMONS 3501 ROUTE 42 TURNERSVILLE, NJ	\$7,962.38
194	BRIXMOR GA APOLLO I SUB LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 6549	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6549) 2640 BRICE RD REYNOLDSBURG, OH	\$5,000.00
195	BRIXMOR GA APOLLO I TX HOLDINGS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 1185	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1185) FRY ROAD CROSSING 1741 N FRY RD KATY, TX	\$4,795.10
196	BRIXMOR GA APOLLO III SUB HOLDINGS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10107	S# 1788	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1788) AURORA PLAZA S/C 673 PEORIA ST AURORA, CO	\$3,629.27

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
197	BRIXMOR GA CHICOPEE MARKETPLACE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, OH 10170	S# 4414	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4414) CHICOPEE MARKETPLACE 591 MEMORIAL DR CHICOPEE, MA	\$6,440.00
198	BRIXMOR GA COASTAL WAY LLC C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10170	S# 1202	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1202) COASTAL WAY SHOPPING CENTER 13107 CORTEZ BLVD BROOKSVILLE, FL	\$4,431.54
199	BRIXMOR GA COBBLESTONE VILLAGE AT ST AUGUSTINE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 306	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #306) COBBLESTONE VILLAGE 370 CBL DR SAINT AUGUSTINE, FL	\$6,632.39
200	BRIXMOR GA WILKES-BARRE LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 300	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #300) WILKES BARRE MARKETPLACE 2160 HIGHLAND PARK BLVD WILKES BARRE, PA	\$6,655.65
201	BRIXMOR HANOVER SQUARE SC LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 3660	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3660) HANOVER SQUARE 7378 BELL CREEK RD MECHANICSVILLE, VA	\$5,838.44
202	BRIXMOR HOLDINGS 1 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4490	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4490) BARDIN SHOPPING CENTER 4638 S COOPER STREET # 196 ARLINGTON, TX	\$5,536.76
203	BRIXMOR HOLDINGS 11 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1783	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1783) VALLEY VIEW PLAZA 3304 S WESTERN AVE MARION, IN	\$4,989.84

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
204	BRIXMOR HOLDINGS 11 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4313	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4313) ROCKLAND CONSUMER PLAZA 42 ROCKLAND CONSUMER PLAZA NANUET, NY	\$15,530.27
205	BRIXMOR HOLDINGS 11 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4388	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4388) MOHAWK ACRES 1762 BLACK RIVER BLVD N # 8 ROME, NY	\$4,469.38
206	BRIXMOR HOLDINGS 12 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1422	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1422) WYNNEWOOD VILLAGE 255 WYNNEWOOD VILLAGE DALLAS, TX	\$4,715.91
207	BRIXMOR HOLDINGS 12 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 264	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #264) 3505 PALMER HWY TEXAS CITY, TX	\$2,625.50
208	BRIXMOR HOLDINGS 6 SPE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1113	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1113) WESTRIDGE COURT 256 S RT 59 NAPERVILLE, IL	\$8,109.99
209	BRIXMOR MORRIS HILLS LLC C/O BRIXMOR PROPERTY GROUP - ATTN: GENER 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10170	S# 781	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #781) MORRIS HILLS SHOPPING CENTER 3085 ROUTE 46 PARSIPPANY, NJ	\$8,973.90
210	BRIXMOR OLD BRIDGE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA NEW YORK, NY 10017	S# 487	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #487) OLD BRIDGE GATEWAY SC 1008 US HIGHWAY 9 PARLIN, NJ	\$9,325.53

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
211	BRIXMOR PROPERTY OWNER II LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 2389	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2389) GATEWAY PLAZA 13342 TELEGRAPH RD SANTA FE SPRINGS, CA	\$6,564.77
212	BRIXMOR ROOSEVELT MALL OWNER LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; ATTN: GENERAL NEW YORK, NY 10170	S# 4527	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4527) ROOSEVELT MALL SHOPPING CENTER 2327 COTTMAN AVE PHILADELPHIA, PA	\$13,066.58
213	BRIXMOR SILVER POINTE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 5421	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5421) SILVER POINTE S/C 17175 SILVER PKWY. FENTON, MI	\$3,370.00
214	BRIXMOR SOUTHPORT CENTRE LLC C/O BRIXMOR PROPERTY GROUP; ATTN: GENERAL 450 LEXINGTON AVENUE 13TH FLOOR NEW YORK, NY 10017	S# 3692	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3692) SOUTHPORT CENTRE 15050 CEDAR AVE SOUTH APPLE VALLEY, MN	\$11,154.00
215	BRIXMOR SPE 2 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4146	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4146) LYNN SHOPPING CENTER 17 STATE ST LYNN, MA	\$6,042.67
216	BRIXMOR SPE 3 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 2536	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2536) REDFORD PLAZA S/C 9311 TELEGRAPH RD REDFORD, MI	\$4,661.21
217	BRIXMOR SPE 3 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 5072	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5072) RIVERCREST CENTER 4833 CAL-SAG RD CRESTWOOD, IL	\$6,104.56

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
218	BRIXMOR SPE 5 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 6601	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6601) SPEEDWAY S/C 5840 CRAWFORDSVILLE RD INDIANAPOLIS, IN	\$5,040.00
219	BRIXMOR SPE 6 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 3690	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3690) TORRINGTON DOWNTOWN SC 47 S MAIN ST # 48 TORRINGTON, CT	\$12,368.95
220	BRIXMOR SPE 6 LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 5356	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5356) RUTLAND PLAZA 36 RUTLAND SHOPPING PLAZA RUTLAND, VT	\$2,500.00
221	BRIXMOR TRI CITY PLAZA LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 4477	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4477) TRI-CITY PLAZA 174 TRI-CITY PLAZA SOMERSWORTH, NH	\$5,620.61
222	BRIXTON PROVO MALL LLC BRIXTON CAPITAL 4435 EASTGATE MALL SUITE 310 SAN DIEGO, CA 92121	S# 5687	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5687) PROVO TOWNE CENTRE 1200 TOWNE CENTRE BLVD PROVO, UT	\$4,187.00
223	BRIXTON-ALTO SHOPPING CENTER LLC 4435 EASTGATE MALL SUITE 310 C/O BRIXTON CAPITAL SAN DIEGO, CA 92121	S# 3228	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3228) TOWNGATE COMMUNITY CENTER 12625-B9 FREDERICK ST MORENO VALLEY, CA	\$5,337.25
224	BROCKWAY INVESTMENTS LLC C/O GRAND MANAGEMENT & DEVELOPMENT 31333 SOUTHFIELD ROAD SUITE 250 BEVERLY HILLS, MI 48025-5473	S# 628	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #628) 1790 LAWNSDALE SAGINAW, MI	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
225	BROKEN ARROW SHOPPING CENTER LLC C/O SHIPSEY DEVELOPMENT 125 THUNDERBIRD COURT NOVATO, CA 94949	S# 3586	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3586) RED BUD CENTER 2409 W KENOSHA BROKEN ARROW, OK	\$471.77
226	BROOKFIELD SQUARE JOINT VENTURE CBL & ASSOCIATES MANAGMENT INC. CBL CENTER SUITE 500/2030 HAMILTON PLACE CHATTANOOGA, TN 37421-6000	S# 5635	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5635) BROOKFIELD SQUARE MALL 95 NORTH MOORLAND RD A7 BROOKFIELD, WI	\$5,081.03
227	BROOKHAVEN CENTER ASSOCIATES LP C/O ALINEA CAPITAL GROUP LLC 215 SOUTH BROAD STREET SUITE 203 PHILADELPHIA, PA 19107	S# 6367	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6367) BROOKHAVEN SHOPPING PLAZA 3508 EDGMONT AVENUE BROOKHAVEN, PA	\$2,687.18
228	BROOKLYN KINGS PLAZA LLC 5100 KINGS PLAZA MANAGEMENT OFFICE/PROPERTY MANAGER BROOKLYN, NY 11234	S# 4995	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4995) KINGS PLAZA 5402 KINGS PLAZA SPC 126 BROOKLYN, NY	\$28,299.40
229	BROWARD MALL LLC 11601 WILSHIRE BLVD 11TH FLOOR ATTN: LEGAL DEPT LOS ANGELES, CA 90025	S# 4087	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4087) BROWARD MALL 8000 WEST BROWARD BLVD PLANTATION, FL	\$15,038.80
230	BROWN NOLTEMEYER COMPANY 122 NORTH PETERSON AVENUE LOUISVILLE, KY 40206	S# 875	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #875) TYMBERWOOD CENTER 4237-A OUTER LOOP LOUISVILLE, KY	\$0.00
231	BRUCE W. BALDWIN M.D. 5630 PEACH STREET SUITE A-13 MILLCREEK SQUARE ERIE, PA 16565	S# 6182	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6182) 634 HEBRON ROAD HEATH, OH	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
232	BRUNSWICK SQUARE MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 4069	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4069) BRUNSWICK SQUARE MALL 755 HIGHWAY 18 EAST BRUNSWICK, NJ	\$11,794.16
233	BRYAN CHANDA & KHEMA KHEM CHANDA TRUSTEES OF THE CHANDA FAMILY TRUST C/O LAW OFFICE OF RICHARD CHANDA 7880 BROADWAY LEMON GROVE, CA 91945	S# 1533	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1533) 4350 UNIVERSITY AVE SUITE 101 SAN DIEGO, CA	\$8,333.33
234	B-THAP LC 1535 CHESTNUT STREET SUITE 200 C/O BRAHIN MANAGEMENT CORPORATION PHILADELPHIA, PA 19102	S# 1243	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1243) EAST GATE SHOPPING CENTER 2329 E HILLSBOROUGH AVE TAMPA, FL	\$6,006.18
235	BTM GLOBAL CONSULTING 330 SOUTH SECOND AVENUE, SUITE 450 MINNEAPOLIS, MA 55401	54962	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK #1 DATED 01/03/2017	\$0.00
236	BUILDERS INC. C/O BUILDERS COMMERCIALS INC. P.O. BOX 20050 1081 SOUTH GLENDALE WICHITA, KS 67208	S# 77	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #77) 1514 S OLIVER ST WICHITA, KS	\$2,167.50
237	BURGERLAND/ROSE MED TRIANGLE (ROSE CANYON JV) 1800 VERNON STREET UNIT 2 C/O CMD SERVICES INC ROSEVILLE, CA 95678	S# 5390	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5390) 10580 N MCCARRAN SUITE 112 RENO, NV	\$4,737.00
238	BURLESON STC I LLC C/O WESTWOOD FINANCIAL CORPORATION: ATTN 5500 GREENVILLE AVENUE SUITE 602 DALLAS, TX 75206	S# 666	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #666) SOUTH TOWNE CROSSING 140 NW JOHN JONES DR BURLESON, TX	\$3,970.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
239	BURLINGTON COAT FACTORY OF OHIO LLC 1830 ROUTE 130 NORTH ATTN: LEASE ADMINISTRATION BURLINGTON, NJ 08016	S# 1577	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1577) VALUE CITY SC 5245 RIDGE AVE CINCINNATI, OH	\$0.00
240	BURNSVILLE CENTER SPE LLC 2030 HAMILTON PLACE BLVD SUTIE 500 C/O CBL & ASSOCIATES MGMT INC CHATTANOOGA, TN 37421	S# 2102	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2102) BURNSVILLE CENTER 1051 BURNSVILLE CTR BURNSVILLE, MN	\$7,022.30
241	BUSINESS PROPERTIES PRTNSHIP NO. 31 17631 FITCH IRVINE, CA 92614-6021	S# 2991	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2991) VONS SC 2355 E VALLEY PKY ESCONDIDO, CA	\$0.00
242	B-Y EDINBURG CENTER LTD. 4629 MACRO DRIVE SAN ANTONIO, TX 78218	S# 642	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #642) UNIVERSITY PLAZA 405 E UNIVERSITY DR EDINBURG, TX	\$5,169.94
243	B-Y WESTERN VALLEY LTD 4629 MACRO DRIVE SAN ANTONIO, TX 78218-5420	S# 2218	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2218) CONWAY PLAZA SHOPPING CENTER 217 E EXPRESSWAY 83 MISSION, TX	\$4,437.50
244	BYZANTINE INC. PO BOX 1567 BEAVER FALLS, PA 15010	S# 6157	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6157) 22019 ST ROUTE 62 ALLIANCE, OH	\$4,583.34
245	C & L ARMANDARIZ C/O CARLOS ARMANDARIZ 1000 O'REILLY ST. PO BOX 2167 PRESIDIO, TX 79845	S# 2875	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2875) 1 O'REILLY ST PRESIDIO, TX	\$1,890.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
246	C EAGLE SPIRIT LLC 952 SCHOOL STREET #284 C/O CONNOLLY PROPERTIES NAPA, CA 94559	S# 663	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #663) BONANZA SQUARE 581 N EASTERN AVE LAS VEGAS, NV	\$2,666.67
247	C.I.A. LIMITED LIABILITY COMPANY P.O. BOX 14208 C/O PERSAC PROPERTIES BATON ROUGE, LA 70898-4208	S# 1200	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1200) 301 N HIGHWAY 190 STE A2 COVINGTON, LA	\$2,800.00
248	C.W. & ASSOCIATES LTD 725 IMPERIAL AVENUE CALEXICO, CA 92231	S# 73	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #73) 205 E 2ND ST CALEXICO, CA	\$3,500.00
249	CA NEW PLAN FIXED RATE PARTNERSHIP LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 1124	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1124) FIVE POINTS 4101 IH 69 ACCESS ROAD CORPUS CHRISTI, TX	\$4,992.31
250	CA, INC. 1 CA PLAZA ISLANDIA, NY 11749	54836	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM DATED 12/30/2016	\$0.00
251	CA, INC. 520 MADISON AVENUE 22ND FLOOR NEW YORK, NY 10022	55013	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ORDER FORM DATED 12/30/2016	\$19,322.33
252	CAFARO MANAGEMENT COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 3258	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3258) MILLCREEK MALL 404 MILLCREEK MALL ERIE, PA	\$3,655.38

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
253	CAL OAKS PLAZA LLC 629 CAMINO DE LOS MARES SUITE 206 C/O J.L. MANAGEMENT COMPANY SAN CLEMENTE, CA 92673	S# 2473	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2473) CALIFORNIA OAKS PLAZA 41038 CALIFORNIA OAKS RD MURRIETA, CA	\$0.00
254	CALIFORNIA PROPERTY OWNER I LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 2468	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2468) ESPLANADE SC 181 W ESPLANADE DR OXNARD, CA	\$7,202.70
255	CAMBRIDGESIDE PARTNERS LLC DBA CAMBRIDGESIDE GALLERIA ASSOCIATES TRUST; C/O NEW ENGLAND DEVELO 75 PARK PLAZA BOSTON, MA 02116	S# 3665	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3665) CAMBRIDGESIDE GALLERIA 100 CAMBRIDGESIDE PLACE CAMBRIDGE, MA	\$15,233.71
256	CANYON COUNTRY PLAZA LIMITED PARTNERSHIP 5006 MEDINA ROAD C/O ROBERT GOLD WOODLAND HILLS, CA 91364	S# 2926	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2926) CANYON COUNTRY PLAZA 19194 SOLEDAD CANYON RD CANYON COUNTRY, CA	\$5,852.50
257	CAPARRA CENTER ASSOC. S.E. P.O. BOX 9506 SANTRUCE, PR 00908-0506	S# 4239	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4239) SAN PATRICIO PLAZA 100 AVE SAN PATRICIO GUAYNABO, PR	\$0.00
258	CAPITAL GROUP MDI LLC C/O FLORIDA COMMERCIAL ENTERPRISES LLC 309 SE OSCEOLA STREET SUITE 105 STUART, FL 34994	S# 1048	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1048) ST LUCIE SQUARE 10921 SOUTH US HWY 1 PORT SAINT LUCIE, FL	\$4,553.10
259	CAPITAL MALL LP 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 1821	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1821) CAPITAL MALL 625 BLACK LAKE BLVD STE 106 OLYMPIA, WA	\$8,959.72

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
260	CAPITAL PLAZA INC 2286-3 WEDNESDAY STREET TALLAHASSEE, FL 32308	S# 2292	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2292) GATEWAY SHOPPING CENTER 15161 U S HWY 19 SOUTH THOMASVILLE, GA	\$3,052.25
261	CAPITAL REALTY ASSOCIATES C/O FIDELITY MANAGEMENT 641 SHUNPIKE RD. CHATHAM, NJ 07928	S# 5098	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5098) 201 EAST FRONT STREET PLAINFIELD, NJ	\$2,270.53
262	CAPLACO FOURTEEN INC AND DIERBERGS ZUMBEHL INC 11850 STUDDT AVENUE ST LOUIS, MO 63141	S# 4616	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4616) BOGEY HILLS PLAZA 2047 ZUMBEHL ROAD SAINT CHARLES, MO	\$0.00
263	CAPREF EDEN PRAIRIE LLC 8343 DOUGLAS AVENUE SUITE 200 EDEN PRAIRIE, MN 55344-5305	S# 2362	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2362) EDEN PRAIRIE CENTER 125 EDEN PRAIRIE CENTER EDEN PRAIRIE, MN	\$4,431.18
264	CAPREF LLOYD II LLC C/O CAPREF MANAGER LLC; ATTN: LLOYD CENT 8333 DOUGLAS AVENUE SUITE 975 DALLAS, TX 75225	S# 3506	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3506) LLOYD CENTER 978 LLOYD CTR PORTLAND, OR	\$10,342.55
265	CAPREF SMYRNA LLC ATTN: SMYRNA ASSET MGT 8333 DOUGLAS AVENUE SUITE 975 DALLAS, TX 75225	S# 1920	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1920) COLONIAL TOWNPARK 801 INDUSTRIAL BLVD SMYRNA, TN	\$5,851.92
266	CAPRI URBAN BALDWIN LLC C/O CAPRI CAPITAL PARTNERS LLC; ATTN: CH 875 N MICHIGAN AVENUE SUITE 3430 CHICAGO, IL 60611	S# 3097	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3097) BALDWIN HILLS CRENSHAW MALL 3650 MARTIN LUTHER KING JR BLVD LOS ANGELES, CA	\$12,767.00

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267	CARAMEL SKY CAPITAL LTD 6306 IOLA AVENUE SUITE 200 C/O ALLIANCE REALTY SERVICES LUBBOCK, TX 79424	S# 42	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #42) 3900 N PRINCE ST SPACE D CLOVIS, NM	\$3,113.51
268	CARLYLE SWANSEA PARTNERS LLC C/O CARLYLE DEVELOPMENT GROUP INC. 2700 WESTCHESTER AVENUE SUITE 303 PURCHASE, NY 10577	S# 4757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4757) SWANSEA MALL 262 SWANSEA MALL DR SWANSEA, MA	\$0.00
269	CAROL HAROOTUNIAN PO BOX 1167 FAIRFAX, CA 94978	S# 4444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4444) KLAMATH WALMART 3610 WASHBURN WAY KLAMATH FALLS, OR	\$0.00
270	CAROLINA PLACE LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN. DEPT. CHICAGO, IL 60606	S# 1700	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1700) CAROLINA PLACE MALL 11025 CAROLINA PLACE PARKWAY PINEVILLE, NC	\$9,472.04
271	CAROUSEL CENTER COMPANY L.P. THE CLINTON EXCHANGE 4 CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 3463	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3463) DESTINY USA 9538 CAROUSEL CTR SYRACUSE, NY	\$16,832.50
272	CARSON VALLEY CENTER LLC 211 NORTH STADIUM BOULEVARD SUITE 201 COLUMBIA, MO 65203	S# 4503	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4503) CARSON VALLEY PLAZA 911 TOPSY LANE CARSON CITY, NV	\$3,885.00
273	CARY VENTURE LIMITED PARTNERSHIP 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL ASSOCIATES CHATTANOOGA, TN 37421-6000	S# 3863	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3863) CARY TOWNE CENTER 1105 WALNUT ST CARY, NC	\$9,128.88

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274	CASTLETON SQUARE LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3413	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3413) CASTLETON SQUARE 6020 E 82ND ST INDIANAPOLIS, IN	\$6,504.97
275	CATALINA PARTNERS LP 180 EAST BROAD STREET 21ST FLOOR ATTN: GENERAL COUNSEL COLUMBUS, OH 43215	S# 3181	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3181) COLONIAL PARK MALL 4600 JONESTOWN ROAD HARRISBURG, PA	\$5,125.00
276	CBL SM BROWNSVILLE LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES CHATTANOOGA, TN 37421	S# 1735	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1735) SUNRISE MALL 2370 N EXPRESSWAY BROWNSVILLE, TX	\$7,403.04
277	CBL/MONROEVILLE LP 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOC LP CHATTANOOGA, TN 37421-6000	S# 3623	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3623) MONROEVILLE MALL 104 MONROEVILLE MALL RD MONROEVILLE, PA	\$7,167.09
278	CBL/WESTMORELAND LP 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421-6000	S# 2856	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2856) WESTMORELAND MALL 5256 ROUTE 30 GREENSBURG, PA	\$5,798.80
279	CC INVESTMENTS GROUP LLC PO BOX 2788 C/O SFRE INC PAWLEYS ISLAND, SC 29585	S# 3828	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3828) 8110 CAMP CREEK BLVD SUITE 119 OLIVE BRANCH, MS	\$4,877.44
280	CCA RETAIL LLC 1299 156TH AVENUE NE #150 BELLEVUE, WA 98007	S# 3539	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3539) 1519 NW LOUISIANA AVE CHEHALIS, WA	\$4,888.15

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281	CCM ASSOCIATES OF CLIFTON PARK LLC C/O DCG DEVELOPMENT COMPANY 800 ROUTE 146 SUITE 240 CLIFTON PARK, NY 12065	S# 1079	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1079) CLIFTON PARK CENTER 22 CLIFTON COUNTRY RD CLIFTON PARK, NY	\$2,092.02
282	CCVA INC - C/O CENTRO GRAN CARIBE SHOPPING CENTER PO BOX 190525 OVERNITE: 140 CARRETERA 678 SUITE 99 / V SAN JUAN, PR 00191-0525	S# 4164	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4164) PLAZA CARIBE MALL PLAZA CARIBE MALL APT 30 VEGA ALTA, PR	\$0.00
283	CDSK28 LLC C/O SVN RETTER & COMPANY 329 KELLOGG STREET KENNEWICK, WA 99336	S# 2073	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2073) RIVERVIEW SC 3427 W COURT ST PASCO, WA	\$2,917.24
284	CEDAR QUARTERMASTER LLC C/O CEDAR REALTY TRUST INC ATTN: VP 44 SOUTH BAYLES AVENUE PORT WASHINGTON, NY 11050	S# 1380	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1380) QUARTERMASTER PLAZA SC 2240 OREGON AVE H3 PHILADELPHIA, PA	\$7,604.26
285	CEDAR-CARMANS LLC C/O CEDAR REALTY TRUST PARTNERSHIP LP 44 SOUTH BAYLES AVENUE SUITE 304 PORT WASHINGTON, NY 11050	S# 4601	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4601) CARMAN'S PLAZA SHOPPING CENTER 930 CARMANS ROAD MASSAPEQUA, NY	\$175.00
286	CEDAR-FIELDSTONE MARKETPLACE LP 44 SOUTH BAYLES AVENUE; SUITE 304 C/O CEDAR REALTY TRUST PARTNERSHIP LP PORT WASHINGTON, NY 11050	S# 6458	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6458) FIELDSTONE MARKET PLACE 950 KINGS HWY SPACE S NEW BEDFORD, MA	\$0.00
287	CENTER 6 WESTPARK 2731 SOUTH I-35 SERVICE ROAD MOORE, OK 73160	S# 2162	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2162) 3418 HIGHWAY 6 SOUTH SUITE A HOUSTON, TX	\$3,813.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
288	CENTER ASSOCIATES REALTY CORP. 1146 FREEPORT ROAD PO BOX 38427 PITTSBURGH, PA 15238	S# 6375	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6375) 4301 MAHONING AVENUE WARREN, OH	\$0.00
289	CENTER POINT PLACE ASSOCIATES LP 550 AMERICAN AVENUE SUITE 1 C/O CENTER POINT PLACE SHOPPING CENTER KING OF PRUSSIA, PA 19406	S# 1189	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1189) CENTER POINT PLAZA 804 W STREET RD WARMINSTER, PA	\$0.00
290	CENTEREACH MALL ASSOCIATES 605 LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 3735	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3735) CENTEREACH MALL SPACE 45A 15 CENTEREACH MALL CENTEREACH, NY	\$9,075.46
291	CENTERRA RETAIL SHOPS LLC 2725 ROCKY MOUNTAIN AVE. SUITE 200 LOVELAND, CO 80538	S# 151	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #151) MARKETPLACE AT CENTERRA 1643 FALL RIVER DRIVE LOVELAND, CO	\$4,928.86
292	CENTRAL LOAN ASSETS V LP 8350 N CENTRAL EXPRESSWAY SUITE 1725 DALLAS, TX 75206	S# 4012	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4012) COPPER CROSSING SC 16255 FM 529 HOUSTON, TX	\$0.00
293	CENTRAL MALL REALTY HOLDING LLC 1010 NORTHERN BLVD SUITE 212 GREAT NECK, NY 11021	S# 1148	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1148) CENTRAL MALL 2259 S 9TH ST SALINA, KS	\$2,997.05
294	CENTRAL VALLEY ASSOCIATES 2222 EAST 17TH STREET C/O SDL MANAGEMENT CORP. SANTA ANA, CA 92705	S# 3713	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3713) CENTRAL VALLEY PLAZA 2225 PLAZA PKY STE K1 MODESTO, CA	\$3,734.54

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
295	CENTREPOINTE - JMYL LP C/O WESTMAR PROPERTY MANAGEMENT 41623 MARGARITA ROAD SUITE 100 TEMECULA, CA 92591	S# 4386	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4386) CENTERPOINTE S C 1100 S MOUNT VERNON AVE COLTON, CA	\$4,128.45
296	CENTRO DEL SUR MALL LLC PO BOX 362983 C/O COMMERCIAL CENTERS MANAGEMENT REALTY SAN JUAN, PR 00936-2983	S# 4260	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4260) CENTRO DEL SUR MALL 1485 BLVD MIGUEL POU PONCE, PR	\$0.00
297	CENTURY CENTER LLC 181 PARK AVENUE SUITE 1 WEST SPRINGFIELD, MA 01089	S# 5107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5107) CENTURY CENTER 377 MEMORIAL AVENUE WEST SPRINGFIELD, MA	\$2,309.00
298	CENTURY PLAZA CORPORATION 1800 WILLOW PASS COURT ATTN: PRESIDENT CONCORD, CA 94520	S# 6524	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6524) CENTURY PLAZA SHOPPING CENTER 4225 CENTURY BLVD PITTSBURG, CA	\$0.00
299	CERMAK PLAZA LLC C/O GARY SOLOMON AND COMPANY 3139 NORTH LINCOLN AVE SUITE 212 CHICAGO, IL 60657	S# 1338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1338) CERMAK COURT 2537 W CERMAK RD CHICAGO, IL	\$5,161.97
300	CH REALTY III/LONG GATE LLC 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 5526	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5526) LONG GATE CENTER 4350 MONTGOMERY ROAD ELLCOTT CITY, MD	\$7,533.37
301	CH REALTY VII/R NOVA PLAZA I & II LLC ATTN: ASSET MGR - VIRGINIA GATEWAY PLAZA 3819 MAPLE AVENUE DALLAS, TX 75219	S# 4901	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4901) VIRGINIA GATEWAY 13289 GATEWAY CENTER DR GAINESVILLE, VA	\$16,049.71

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
302	CH RETAIL FUND I/ORLANDO METRO LLC 3819 MAPLE AVENUE ATTN: ASSET MANAGER-METRO POINTE DALLAS, TX 75219	S# 3284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3284) METRO POINTE CENTER 2210 S KIRKMAN ORLANDO, FL	\$4,145.33
303	CHALMETTE MALL LP C/O CRS REALTY 701 NORTH POST OAK ROAD SUITE 210 HOUSTON, TX 77024	S# 3932	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3932) 8700 WEST JUDGE PEREZ DRIVE SUITE F CHALMETTE, LA	\$2,650.16
304	CHAMBERSBURG MALL REALTY LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 1764	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1764) CHAMBERSBURG MALL 3055 BLACK GAP RD CHAMBERSBURG, PA	\$0.00
305	CHAMPAIGN MARKET PLACE LLC 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 5067	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5067) MARKET PLACE SHOPPING CENTER 2000 N NEIL STREET CHAMPAIGN, IL	\$9,077.39
306	CHAMPLAIN CENTRE NORTH LLC THE CLINTON EXCHANGE 4 CLINTON SQUARE C/O PYRAMID MANAGEMENT GROUP LLC SYRACUSE, NY 13202-1078	S# 3082	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3082) CHAMPLAIN CENTRE NORTH 60 SMITHFIELD BLVD PLATTSBURGH, NY	\$5,440.50
307	CHANG K. KIM 7154 NORTH CRAWFORD AVENUE LINCOLNWOOD, IL 60712	S# 2294	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2294) 4024 W NORTH AVE CHICAGO, IL	\$0.00
308	CHARLES MALL COMPANY LP 225 W. WASHINGTON STREET C/O SIMON PROPERTY GROUP INDIANAPOLIS, IN 46204-3438	S# 3433	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3433) ST CHARLES TOWNE CENTER 11110 MALL CIRCLE SUITE 2003 WALDORF, MD	\$21,431.31

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
309	CHARLESTON PLAZA 631 LLC 3333 NEW HYDE PARK RD SUITE 100 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 1659	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1659) WESTWOOD PLAZA 1812 SAM RITTENBURG BLVD CHARLESTON, SC	\$6,099.93
310	CHAUTAUQUA MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3949	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3949) CHAUTAUQUA MALL 318 E FAIRMOUNT AVE RM 220 LAKEWOOD, NY	\$4,576.85
311	CHEEMA LLC 6574 MARTIN ROAD MUSKEGON, MI 49444	S# 3336	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3336) 294 CHICAGO DR JENISON, MI	\$3,136.49
312	CHEHEBAR ASSOCIATES LLC 1000 PENNSYLVANIA AVENUE C/O MAVERICK MANAGEMENT BROOKLYN, NY 11207	S# 4332	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4332) 1017 FLATBUSH AVE BROOKLYN, NY	\$3,887.55
313	CHERRYVALE MALL LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES CHATTANOOGA, TN 37421	S# 4122	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4122) CHERRYVALE MALL 7200 HARRISON AVE ROCKFORD, IL	\$12,876.01
314	CHESTER MALL LLC 4 EXECUTIVE BLVD SUITE 200 SUFFERN, NY 10901	S# 3529	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3529) 78 BROOKSIDE AVENUE SPACE 7 CHESTER, NY	\$3,492.88
315	CHESTNUT EMERALD PARTNERS LLC 1000 PENNSYLVANIA AVENUE BROOKLYN, NY 11207	S# 5018	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5018) 34 S 52ND ST PHILADELPHIA, PA	\$5,542.79

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
316	CHICO MALL INVESTORS LLC 900 MICHIGAN AVENUE ATTN: ASSET MANAGER CHICAGO, IL 60611	S# 3008	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3008) CHICO MALL 1950 E 20TH ST CHICO, CA	\$6,451.92
317	CHILLUM CENTER LLC 1945 OLD GALLOWS ROAD SUITE 300 C/O ROSENTHAL PROPERTIES LLC VIENNA, VA 22182	S# 2698	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2698) QUEENS-CHILLUM S/C 3116 QUEENS CHAPEL RD HYATTSVILLE, MD	\$2,360.42
318	CHIN CIARDELLA PROPERTIES LLC PO BOX 8332 RANCHO SANTA FE, CA 92067	S# 3095	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3095) FALLBROOK TOWN AND COUNTRY 1079 S MISSION RD FALLBROOK, CA	\$3,334.00
319	CHODY FAMILY R3 LP AND CREC I LLC 401 N MICHIGAN AVE 24TH FLOOR ATTN: ERIKA MITTENBERG CHICAGO, IL 60611	S# 3300	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3300) BROADWAY PLAZA 1133 W BERWYN AVE CHICAGO, IL	\$6,407.51
320	CHRISOPOULOS FAMILY TRUST GPE COMPANIES 2777 EAST CAMELBACK ROAD SUITE 230 PHOENIX, AZ 85016	S# 1798	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1798) 10222 N 43RD AVE GLENDALE, AZ	\$3,877.50
321	CHRISTOWN 1755 LLC C/O KIMCO REALTY CORP; ATTN: LEGAL DEPAR 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX NEW HYDE PARK, NY 11042-0020	S# 3856	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3856) CHRIS-TOWN MALL 1623 W BETHANY HOME RD PHOENIX, AZ	\$8,223.74
322	CHULA VISTA CENTER LP - C/O ROUSE PROPERTIES INC. 1114 AVENUE OF THE AMERICAS SUITE 2800 ATTN: GENERAL COUNSEL NEW YORK, NY 10036-7703	S# 1828	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1828) CHULA VISTA CENTER 555 BROADWAY CHULA VISTA, CA	\$10,932.60

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
323	CHUNG CHAN KIM 530 CLOSTER DOCK ROAD C/O SMART MERCHANTS GROUP INC CLOSTER, NJ 07624	S# 5131	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5131) 4318 BERGENLINE AVE UNION CITY, NJ	\$7,803.00
324	CINTAS CORPORATION 850 CENTER DR VANDALIA, OH 45377	55224	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT DEEP CLEAN SERVICE AGREEMENT DATED 02/21/2014	\$0.00
325	CINTAS CORPORATION 850 CENTER DR VANDALIA, OH 45377	55228	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 12/11/2014	\$0.00
326	CINTAS CORPORATION 850 CENTER DR VANDALIA, OH 45377	55230	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT VIEW SERVICE AGREEMENT DATED 12/11/2014	\$0.00
327	CINTAS CORPORATION 850 CENTER DR VANDALIA, OH 45377	55232	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT FORM OF STATEMENT OF WORK DATED 12/11/2014	\$13,619.71
328	CINTAS CORPORATION 850 CENTER DR. VANDALIA, OH 45377	55236	PAYLESS SHOESOURCE DISTRIBUTION, INC.	VENDOR AGREEMENT RENTAL SERVICE/MASTER PURCHASE AGREEMENT DATED 11/20/2015	\$0.00
329	CIRCLE CENTRE MALL LLC C/O SIMON PROPERTY GROUP 225 WEST WASHINGTON INDIANAPOLIS, IN 46204	S# 6686	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6686) CIRCLE CENTRE MALL 49 W MARYLAND ST INDIANAPOLIS, IN	\$25,412.63

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
330	CIRCLE PLAZA LLC 358 FIFTH AVENUE SUITE 1405 NEW YORK, NY 10001	S# 1624	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1624) CIRCLE PLAZA 6716 BLACK HORSE PIKE EGG HARBOR TOWNSHIP, NJ	\$5,504.08
331	CITADEL MALL REALTY LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 5148	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5148) THE CITADEL 750 CITADEL MALL DRIVE COLORADO SPRINGS, CO	\$912.98
332	CITRUS PARK MALL OWNER LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 232	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #232) CITRUS PARK TOWN CENTER 8130 CITRUS PARK TOWN CENTER DRIVE TAMPA, FL	\$11,168.38
333	CITY VIEW CAPITAL LLC 2285 SCHOENERSVILLE ROAD SUITE 210 C/O WESTGATE MALL MANAGEMENT INC BETHLEHEM, PA 18017	S# 3927	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3927) WEST GATE SHOPPING CENTER 2373 SCHOENERSVILLE RD BETHLEHEM, PA	\$5,760.14
334	CLACKAMAS MALL LLC C/O CLACKAMAS TOWN CENTER ATTN: LAW/LEA 110 N WACKER DR CHICAGO, IL 60606	S# 1807	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1807) CLACKAMAS TOWN CENTER 12000 SE 82ND AVE HAPPY VALLEY, OR	\$28,371.87
335	CLEARVIEW MALL ASSOCIATES 1051 BRINTON ROAD J.J. GUMBERG COMPANY PITTSBURGH, PA 15221	S# 1741	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1741) CLEARVIEW MALL 101 CLEARVIEW CIRCLE BUTLER, PA	\$1,791.68
336	CLEARWATER CALDWELL LLC 1676 N. CLARENDON WAY EAGLE, ID 83616	S# 748	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #748) CLEARWATER PLAZA 5216 E CLEVELAND BLVD CALDWELL, ID	\$2,940.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
337	CLINTON PINES LLC 1572 N. WOODLAND PARK DRIVE #505 C/O SOMERSET PROPRETY MANAGEMENT LAYTON, UT 84041	S# 107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #107) CLINTON SUPER WALMART CENTER 1917 WEST 1800 NORTH CLINTON, UT	\$0.00
338	CMC REAL ESTATE PROGRAM 1988-I LTD C/O MCKINLEY INC 320 N MAIN STREET SUITE 200 ANN ARBOR, MI 48104	S# 4559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4559) CITRUS CENTER 2657 E GULF TO LAKE HIGHWAY INVERNESS, FL	\$0.00
339	CMP TOWN & COUNTRY LP 1560 W BEEBE CAPPS SUITE B C/O DALRYMPLE COMMERCIAL PROPERTY MGMT SEARCY, AR 72143	S# 2664	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2664) TOWN AND COUNTRY PLAZA 107 N POPLAR ST SEARCY, AR	\$21.30
340	COASTAL GRAND CMBS LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES MGMT INC; MALL OF S CHATTANOOGA, TN 37421-6000	S# 3934	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3934) COASTAL GRAND MALL 1304 COASTAL GRAND CIRCLE MYRTLE BEACH, SC	\$8,686.71
341	COASTLAND CENTER LLC/GGPLP LLC 110 N. WACKER DRIVE ATTN: LAW/LEASE ADMINISTRATION DEPARTMEN CHICAGO, IL 60606	S# 5539	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5539) COASTLAND CENTER 1926 TAMIAMI TRAIL N NAPLES, FL	\$6,891.50
342	COCONUT POINT DEVELOPERS LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 4435	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4435) COCONUT POINT TOWN CENTER 8016 MEDITERRANEAN DR ESTERO, FL	\$5,878.79
343	CODDINGTOWN MALL LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3750	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3750) CODDINGTOWN MALL 250 CODDINGTOWN CENTER SANTA ROSA, CA	\$8,586.36

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
344	COLBY'S PINE TREE PLAZA L.C. 6581 UNIVERSITY AVENUE WINDSOR HEIGHTS, IA 50324-1728	S# 58	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #58) PINE TREE PLAZA 550 36TH AVE SW ALTOONA, IA	\$4,090.66
345	COL-CRAIG REALTY COMPANY 222 GRAND AVENUE ENGLEWOOD, NJ 07631	S# 205	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #205) 5606 NORMANDY BLVD JACKSONVILLE, FL	\$1,783.34
346	COLISEUM CROSSING ASSOC. LLC C/O ROBERT BROWN & ASSOCIATES INC 41 OLD OYSTER POINT ROAD SUITE A NEWPORT NEWS, VA 23602	S# 5706	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5706) COLISEUM CROSSING 57 COLISEUM CROSSING HAMPTON, VA	\$6,555.00
347	COLLEGE PARK VENTURE LLC 10689 N PENNSYLVANIA STREET SUITE 100 C/O SUNSET MAINTENANCE LLC INDIANAPOLIS, IN 46280	S# 4521	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4521) COLLEGE PARK PLAZA SHOPPING CENTER 3269 W 86TH ST STE D INDIANAPOLIS, IN	\$6,882.01
348	COLLEGE PLAZA INVESTORS LLC 1801 OAKLAND BLVD SUITE 310 C/O WATERBURY PROPERTIES WALNUT CREEK, CA 94596	S# 670	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #670) COLLEGE PLAZA SHPG CNTR 2010 CERRILLOS RD STE 6 SANTA FE, NM	\$0.00
349	COLLEGE SQUARE III LLC 200 AIRPORT ROAD NEW CASTLE, DE 19720	S# 6410	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6410) 521 COLLEGE SQUARE S/C 521 COLLEGE SQUARE NEWARK, DE	\$4,103.23
350	COLLIERS INTERNATIONAL PO BOX 3546 LITTLE ROCK, AR 72203	S# 242	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #242) 5401 E S OLIVE SUITE 800 PINE BLUFF, AR	\$2,833.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
351	COLONY OF LATROBE L.P. 8954 HILL DRIVE NORTH HUNTINGDON, PA 15642	S# 6569	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6569) WILDCAT COMMONS 201 COLONY LANE LATROBE, PA	\$3,000.00
352	COLORADO MILLS MALL LP C/O M.S. MANAGEMENT ASSOCIATES INC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3577	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3577) COLORADO MILLS 14500 W COLFAX AVE LAKEWOOD, CO	\$8,572.84
353	COLUMBIA CENTER INVESTMENTS LLC 2701 NW VAUGHN STREET SUITE 710 PORTLAND, OR 97210	S# 4446	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4446) COLUMBIA CENTER SUITE 101 1102 N COLUMBIA CENTER BLVD KENNEWICK, WA	\$5,366.08
354	COLUMBIA GRAND FORKS LLC C/O GK DEVELOPMENT INC 257 E. MAIN STREET SUITE 100 BARRINGTON, IL 60010	S# 3493	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3493) COLUMBIA MALL 2800 S COLUMBIA RD GRAND FORKS, ND	\$11,592.08
355	COLUMBIA MALL PARTNERSHIP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3140	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3140) COLUMBIA CENTER 1321 N COLUMBIA CENTER BLVD KENNEWICK, WA	\$11,894.75
356	COLUMBIA MALL C/O COLUMBIA MALL L.L.C. 110 N. WACKER DR ATTN: LAW/LEASE ADMINIS CHICAGO, IL 60606	S# 2974	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2974) COLUMBIA MALL 2300 BERNADETTE DR COLUMBIA, MO	\$10,203.55
357	COLUMBIA PLACE MALL SC LLC 9103 ALTA DRIVE SUITE 204 C/O MOONBEAM CAPITAL INVESTMENTS LLC LAS VEGAS, NV 89145	S# 3845	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3845) COLUMBIA PLACE MALL 7201 TWO NOTCH RD COLUMBIA, SC	\$656.26

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
358	COLUMBIA TECH CENTER L.L.C. 15350 SW SEQUOIA PARKWAY #300 ATTN: LEGAL DEPARTMENT PORTLAND, OR 97224	S# 5255	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5255) 530 SE 192ND AVE SUITE 104 VANCOUVER, WA	\$7,338.49
359	COLUMBIA-BBB WESTCHESTER SHOPPING CENTER ASSOCIATES 12568 N KENDALL DRIVE C/O IDEAL MANAGEMENT COMPANY MIAMI, FL 33186	S# 1165	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1165) WESTCHESTER S/C 8681 SW 24TH ST MIAMI, FL	\$11,724.72
360	COMMONS MALL LLC 18100 VON KARMAN AVE SUITE 500 C/O STEADFAST COMMERCIAL MANAGEMENT CO I IRVINE, CA 92612	S# 1824	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1824) THE COMMONS AT FEDERAL WAY 1812 S SEATAC MALL FEDERAL WAY, WA	\$3,010.00
361	COMPUWARE CORPORATION 1 CAMPUS MARTIUS DETROIT, MI 48226	55508	PAYLESS SHOESOURCE, INC.	MAINTENANCE: SOFTWARE MAINTENANCE SCHEDULE NUMBER ONE FOR AGREEMENT NO. 1990 DATED 02/01/2005	\$0.00
362	COMPUWARE CORPORATION 1 CAMPUS MARTIUS DETROIT, MI 48226	55516	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT PRODUCT SCHEDULE NO. TWENTY-FOUR DATED 04/01/2016	\$0.00
363	COMPUWARE CORPORATION ONE CAMPUS MARTIUS DETROIT, MI 48228	55512	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MAINTENANCE SCHEDULE NO. TWO DATED 02/01/2008	\$68,486.00
364	CONCORD MALL LLC PO BOX 7189 WILMINGTON, DE 19803	S# 4661	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4661) CONCORD MALL 4737 CONCORD PIKE # SP400 WILMINGTON, DE	\$7,471.80

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
365	CONEDISON SOLUTIONS/223246 100 SUMMIT LAKE DR SUITE 410 VALHALLA, NY 10595	55533	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT CONTRACT CONFIRMATION	\$0.00
366	CONEDISON SOLUTIONS/223246 100 SUMMIT LAKE DR SUITE 410 VALHALLA, NY 10595	55537	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER ELECTRICITY AND NATURAL GAS SALES AGREEMENT	\$0.00
367	CONESTOGA MALL 2002 LLC C/O J. HERZOG & SONS LLC 1720 S. BELLAIRE STREET SUITE 1209 DENVER, CO 80222-4336	S# 3515	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3515) CONESTOGA MALL 3404 W 13TH ST SPACE A-9 GRAND ISLAND, NE	\$3,160.88
368	CONROE MARKETPLACE SC LP 3333 NEW HYDE PARK ROAD PO BOX 5020 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 4793	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4793) CONROE MARKETPLACE SC 2904 I-45 N CONROE, TX	\$6,418.86
369	CONWAY WEST BLUFF LLC PO BOX 7459 ALBUQUERQUE, NM 87194	S# 3042	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3042) WEST BLUFF SHOPPING CENTER 5201 OURAY NW C ALBUQUERQUE, NM	\$4,497.50
370	COOLSPRINGS MALL LLC C/O CBL & ASSOCIATES MANAGEMENT INC 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421-6000	S# 2794	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2794) COOL SPRINGS GALLERIA 1800 GALLERIA BLVD FRANKLIN, TN	\$8,319.20
371	COOPER COMM. PROP. II LLC 903 NORTH 47TH STREET ROGERS, AR 72756	S# 5413	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5413) NORTH PARK VILLAGE S/C 109 NORTH PARK DRIVE MONTICELLO, AR	\$1,948.03

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
372	COR ROUTE 3 COMPANY LLC C/O COR DEVELOPMENT COMPANY LLC 540 TOWNE DRIVE FAYETTEVILLE, NY 13066	S# 6422	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6422) TOWNE CENTER AT WATERTOWN 21868 TOWN CENTER DRIVE WATERTOWN, NY	\$1,909.33
373	CORAL RIDGE MALL LLC 110 N. WACKER DR; ATTN: LAW/LEASE ADMIN C/O GGP LIMITED PARTNERSHIP CHICAGO, IL 60606	S# 5629	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5629) CORAL RIDGE MALL 1451 CORAL RIDGE AVE CORALVILLE, IA	\$6,836.33
374	CORAL-CS/LTD ASSOCIATES 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INDIANAPOLIS, IN 46204-3438	S# 3381	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3381) CORAL SQUARE MALL 9461 A WEST ATLANTIC BLVD CORAL SPRINGS, FL	\$19,832.97
375	CORONADO CENTER C/O CORONADO CENTER LLC 110 N WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 4143	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4143) CORONADO CENTER MALL 6600 MENAUL BLVD NE STE J06A ALBUQUERQUE, NM	\$23,619.28
376	CORPUS CHRISTI RETAIL VENTURES LP PO BOX 843945 DALL AS, TX 75284-3945	S# 1767	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1767) LA PALMERA MALL 5488 S PADRE ISLAND DR STE 1362 CORPUS CHRISTI, TX	\$6,677.57
377	CORRIDOR MARKETPLACE LLC 400 MALL BOULEVARD SUITE M SAVANNAH, GA 31406	S# 4397	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4397) CORRIDOR MARKET PLACE 3337 CORRIDOR MARKET PLACE LAUREL, MD	\$4,021.51
378	CORTLANDT TOWN CENTER LLC 411 THEODORE FREMD AVENUE SUITE 300 C/O ACADIA REALTY TRUST ATTN: LEGAL DEPT RYE, NY 10580	S# 5026	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5026) CORTLANDT TOWN CENTER 3137 MAIN ST MOHEGAN LAKE, NY	\$11,447.16

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
379	COUNTRYSIDE MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR C/O WESTFIELD AMERICA LIMITED PARTNERSHI LOS ANGELES, CA 90067	S# 3635	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3635) WESTFIELD COUNTRYSIDE 27001 US HWY NORTH SUITE # 2064 CLEARWATER, FL	\$12,805.30
380	COVIN LP 2110 E. 46TH AVENUE SPOKANE, WA 99223	S# 2341	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2341) 1380 S PROVIDENCE CENTER DRIVE SPACE A CEDAR CITY, UT	\$5,014.54
381	CP ASSOCIATES LLC 370 SEVENTH AVE. C/O JEFFREY MGMT. CORP. NEW YORK, NY 10001	S# 4024	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4024) CONCOURSE PLAZA 216 E 161ST STREET BRONX, NY	\$3,292.01
382	CP PEMBROKE PINES LLC 5770 HOFFNER AVENUE SUITE 102 C/O SELECT STRATEGIES BROKERAGE - FL DIV ORLANDO, FL 32822	S# 4284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4284) BOULEVARD SHOPS 11120 PINES BOULEVARD PEMBROKE PINES, FL	\$9,146.46
383	CP VENTURE TWO LLC 3567 PARKWAY LANE SUITE 150 C/O CBRE INC; ATTN: WENDY MOZA PEACHTREE CORNERS, GA 30092	S# 4272	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4272) NORTHPOINTE MARKET CENTER 6120 NORTHPOINT PKWY ALPHARETTA, GA	\$1,425.92
384	CP/IPERS CORAL LLC C/O JONES LANG LASALLE PO BOX 212061 ROYAL PALM BEACH, FL 33421	S# 1211	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1211) CORAL SKY PLAZA 510 SR #7 ROYAL PALM BEACH, FL	\$7,112.74
385	CPP PASEO I LLC AND CPP PASEO II LLC DBA PLAZA PASEO LLC; C/O COMMERCIAL REAL 5951 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87109	S# 3656	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3656) PASEO DEL NORTE SC 9301 COORS BLVD NW ALBUQUERQUE, NM	\$6,545.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
386	CRANBERRY COMMONS CENTER I LP 3333 NEW HYDE PARK ROAD PO BOX 5020 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 4267	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4267) CRANBERRY COMMONS 1713 RT 228 CRANBERRY TOWNSHIP, PA	\$7,291.90
387	CRANBERRY MALL PROPERTIES LLC 145 WEST 45TH STREET 10TH FLOOR C/O RADIANT PARTNERS LLC NEW YORK, NY 10036	S# 1161	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1161) TOWN MALL OF WESTMINSTER 400 N CENTER ST WESTMINSTER, MD	\$8,100.46
388	CREFII SILVER CITY LLC C/O CONTRARIAN CAPITAL MANAGEMENT LLC 411 W PUTNAM AVENUE SUITE 425 GREENWICH, CT 06830	S# 4348	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4348) SILVER CITY GALLERIA 2 GALLERIA DRIVE TAUNTON, MA	\$9,203.38
389	CRESTVIEW VILLAGE CENTER LLC C/O EVERGREEN MANAGEMENT COMPANY LLC 2295 GATEWAY OAKS DRIVE SUITE 135 SACRAMENTO, CA 95833	S# 3144	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3144) CRESTVIEW VILLAGE 4742 MANZANITA AVE CARMICHAEL, CA	\$1,936.09
390	CROSS CREEK MALL SPE LP 419 CROSS CREEK MALL C/O CBL & ASSOCIATES MANAGEMENT INC; ATT FAYETTEVILLE, NC 28303-7443	S# 4799	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4799) CROSS CREEK MALL 106 CROSS CREEK MALL FAYETTEVILLE, NC	\$16,229.18
391	CROSS CREEK PLAZA INC. 238 NORTH MCPHERSON CHURCH ROAD P.O. BOX 53646 FAYETTEVILLE, NC 28305	S# 3223	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3223) CROSSCREEK PLAZA 1800 SKIBO RD STE 128 FAYETTEVILLE, NC	\$4,700.00
392	CROSSGATES MALL COMPANY NEWCO LLC THE CLINTON EXCHANGE FOUR CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 5179	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5179) CROSSGATES MALL 1 CROSSGATES MALL RD ALBANY, NY	\$14,458.29

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
393	CROSSROADS IMPROVEMENTS OWNER LLC 580 WHITE PLAINS ROAD C/O DLC MANAGEMENT CORP; ATTN: GARNET TO TARRYTOWN, NY 10591	S# 3732	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3732) THE CROSSROADS SHOPPING CENTER 1525 US HWY 41 SCHERERVILLE, IN	\$7,664.32
394	CROSSROADS SHOPPING PLAZA INC C/O R&R PROPERTY MANAGERS INC 10 GILBERTON ROAD GILBERTON, PA 17934	S# 6318	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6318) CROSS ROADS PLAZA 2088 NEW CASTLE AVE NEW CASTLE, DE	\$2,554.18
395	CRUZ ALTA PLAZA LTD. 4209 LAKESIDE DRIVE DALLAS, TX 75219	S# 5507	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5507) CRUZ ALTA PLAZA 710 PASEO DEL PUEBLO TAOS, NM	\$2,384.17
396	CRYSTAL CORNERS LLC C/O HIGHLAND MANAGEMENT ASSOCIATES 1 EAST 22ND STREET SUITE 201 LOMBARD, IL 60148	S# 5683	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5683) COUNTRY CORNERS 230 W VIRGINIA ST CRYSTAL LAKE, IL	\$3,637.50
397	CRYSTAL MALL LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 4876	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4876) CRYSTAL MALL 850 HARTFORD TURNPIKE WATERFORD, CT	\$10,216.00
398	CRYSTAL RUN NEWCO LLC 4 CLINTON SQUARE THE CLINTON SQUARE C/O PYRAMID MANAGEMENT GROUP LLC SYRACUSE, NY 13202-1078	S# 4030	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4030) GALLERIA AT CRYSTAL RUN 1 N GALLERIA DRIVE MIDDLETOWN, NY	\$11,068.94
399	CSHV QUARRY LLC C/O HEITMAN CAPITAL MANAGEMENT LLC-ATTN: 191 NORTH WACKER DRIVE SUITE 2500 CHICAGO, IL 60606	S# 4557	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4557) THE QUARRY SHOPPING CENTER 9430 JOLIET RD HODGKINS, IL	\$11,267.82

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
400	CSHV WAUGH CHAPEL LLC 10096 RED RUN BOULEVARD SUITE 100 ATTN: BRIAN GIBBONS OWINGS MILLS, MD 21117	S# 4814	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4814) VILLAGE AT WAUGH CHAPEL 2616B CHAPEL LAKE DRIVE GAMBRILLS, MD	\$43.34
401	CTC GILBERT PHASE 1 LLC C/O VESTAR DEVELOPMENT CO. 2425 EAST CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 1377	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1377) CROSSROADS TOWNE CENTER 3855 S GILBERT RD GILBERT, AZ	\$8,115.12
402	CULVER CITY MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 2465	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2465) WESTFIELD CULVER CITY 6000 SEPULVEDA BOULEVARD CULVER CITY, CA	\$17,919.02
403	CUMBERLAND MALL ASSOCIATES PREIT SERVICES LLC; ATTN: DIR LEGAL 200 SOUTH BROAD ST THE BELLEVUE 3RD FLOOR PHILADELPHIA, PA 19102	S# 3952	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3952) CUMBERLAND MALL 3849 S DELSEA DR VINELAND, NJ	\$15,794.45
404	CUMBERLAND MALL LLC 110 N. WACKER DRIVE C/O CUMBERLAND MALL ATTN: LAW/LEASE ADMI CHICAGO, IL 60606	S# 5717	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5717) CUMBERLAND MALL 1446 CUMBERLAND MALL ATLANTA, GA	\$8,370.51
405	CW GROTON SQUARE LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 6327	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6327) GROTON SQUARE SC 220 RTE 12 UNIT 4 GROTON, CT	\$7,068.29
406	CYBER-ARK SOFTWARE INC 60 WELLS AVE. STE 103 NEWTON, MA 02459	72246	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT	\$3,728.22

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
407	CYPRESS COURTYARD II LLC C/O ECHION U.S.A. INC. 8890 WEST OAKLAND PARK BLVD SUITE 201 SUNRISE, FL 33351	S# 1398	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1398) CYPRESS COURTYARD 1078 CYPRESS PKWY KISSIMMEE, FL	\$3,749.75
408	CYPRESS CREEK CO. L.P. 8095 OTHELLO AVENUE ATTN: MR. ROBERT E. GRIFFIN JR. SAN DIEGO, CA 92111	S# 6523	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6523) PALOMAR TROLLEY CENTER 648 PALOMAR STREET CHULA VISTA, CA	\$0.00
409	CYRANCEL LLC 8890 W. OAKLAND PARK BLVD SUITE 201 C/O ECHION USA INC SUNRISE, FL 33351	S# 503	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #503) 8694 NW 13TH TERRACE DORAL, FL	\$10,705.87
410	DACK CARBON ASSOCIATES LP 1308 SOCIETY DRIVE CLAYMONT, DE 19703	S# 5197	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5197) CARBON PLAZA S/C 1205 BLAKESLEE BLVD DR E LEHIGHTON, PA	\$3,214.02
411	DAKOTA SQUARE MALL CMBS LLC 2030 HAMILTON PLACE BLVD SUITE 500; CBL C/O CBL & ASSOCIATES MANAGEMENT INC CHATTANOOGA, TN 37421	S# 131	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #131) DAKOTA SQUARE MALL 2400 10TH ST SW MINOT, ND	\$6,032.58
412	DALTON MALL LLC C/O HULL PROPERTY GROUP LLC 1190 INTERSTATE PARKWAY ATTN: JAMES HULL AUGUSTA, GA 30909	S# 1875	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1875) WALNUT SQUARE MALL 816 WALNUT SQUARE BLVD DALTON, GA	\$3,986.11
413	DALY CITY SERRAMONTE CENTER LLC 1600 NE MIAMI GARDENS DRIVE C/O EQUITY ONE INC NORTH MIAMI BEACH, FL 33179	S# 3697	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3697) SERRAMONTE CENTER 127 F SERRAMONTE CENTER SPACE 652 DALY CITY, CA	\$18,834.87

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
414	DANIEL F. MALONE; BARBARA K. MALONE; ANN M. DOYLE (TRUST DATED 9/13/93); THE GRAY FAMILY LP; WILLIAM DOYLE PO BOX 160338 MIAMI, FL 33116-0338	S# 1073	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1073) 215 LINCOLN RD MIAMI BEACH, FL	\$27,628.30
415	DANIEL G. KAMIN MILLINGTON LLC 490 S HIGHLAND AVENUE PITTSBURGH, PA 15206	S# 2011	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2011) MILLINGTON SHPG CNTR 8043 US HIGHWAY 51 N MILLINGTON, TN	\$1,783.47
416	DANVILLE MALL LLC 1190 INTERSTATE PARKWAY C/O HULL STOREY GIBSON COMPANIES LLC AUGUSTA, GA 30909	S# 3457	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3457) PIEDMONT MALL 325 PIEDMONT DR DANVILLE, VA	\$0.00
417	DARI REALTY LLC C/O KGI PROPERTIES 10 MEMORIAL BLVD SUITE 901 PROVIDENCE, RI 02903	S# 4407	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4407) CROSSROADS PLAZA 2505 WARWICK AVE WARWICK, RI	\$2,400.00
418	DAVID C. SOWARD 2635 GREEN STREET SAN FRANCISCO, CA 94123	S# 2777	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2777) 2656 MISSION ST # 8 SAN FRANCISCO, CA	\$6,836.42
419	DAVID N BROWN AS RECEIVER 109 W LIBERTY STREET MEDINA, OH 44256	S# 3756	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3756) MEDWICK MARKETPLACE 1097 N COURT ST MEDINA, OH	\$288.88
420	DAVID R TILTON C/O JHS PROPERTIES INC 14900 INTERURBAN AVENUE SOUTH SUITE 130 TUKWILA, WA 98168	S# 6489	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6489) SOUTH HILL PLAZA 3860 S MERIDIAN ST PUYALLUP, WA	\$8,315.96

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421	DAVMORE REALTY COMPANY LLC C/O BRAHA INDUSTRIES INC. 10 WEST 33RD STREET SUITE 220 NEW YORK, NY 10001	S# 4795	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4795) 1022 SPRINGFIELD AVE IRVINGTON, NJ	\$13,541.67
422	DAYTON PAYLESS LLC; LEROI B. GARDNER JR M.D. 110 POWFOOT PLACE EL DORADO HILLS, CA 95762	S# 6187	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6187) 4644 SALEM AVENUE DAYTON, OH	\$2,833.33
423	DBRA ATHENS PROPERTY INVESTMENTS LP C/O BURNS COMMERCIAL PROPERTIES 909 ESE LOOP 323 SUITE 650 TYLER, TX 75701	S# 2299	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2299) ATHENS CENTER 1111 E TYLER ST ATHENS, TX	\$1,666.00
424	DC USA OPERATING CO. LLC C/O GRID PROPERTIES 2309 FREDERICK DOUGLASS BLVD 2ND FLOOR NEW YORK, NY 10027	S# 2207	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2207) 3100 14TH ST NW SUITE 104A WASHINGTON, DC	\$24,437.97
425	DCL ST. LUCIE WEST LLC 19333 COLLINS AVENUE SUITE 2408 SUNNY ISLES BEACH, FL 33160	S# 391	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #391) 140 NW CALIFORNIA BLVD PORT SAINT LUCIE, FL	\$5,214.01
426	DCM LIMITED LLC C/O ADMIN OFFICE VILLAGE SQUARE SHOPPING CENTER 2601 CENTRAL AVENUE DODGE CITY, KS 67801	S# 168	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #168) VILLAGE SQUARE S/C 2601 CENTRAL AVE DODGE CITY, KS	\$0.00
427	DDR ATLANTICO LLC SE C/O DDR CORP; ATTN: EXECUTIVE VICE PRESI 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 4221	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4221) PLAZA DEL ATLANTICO 1400 AVE MIRAMAR ARECIBO, PR	\$4,695.69

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428	DDR BROOKSIDE LLC 3300 ENTERPRISE PARKWAY C/O DDR CORP; ATTN: EXECUTIVE VICE PRESI BEACHWOOD, OH 44122	S# 2879	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2879) BROOKSIDE MARKETPLACE 7314 W 191ST ST TINLEY PARK, IL	\$8,732.65
429	DDR DEL SOL LLC SE 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT LEASING BEACHWOOD, OH 44122	S# 4250	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4250) PLAZA DEL SOL MALL 725 AVE W MAIN BAYAMON, PR	\$17,322.54
430	DDR ESCORIAL LLC SE 3300 ENTERPRISE PARKWAY C/O DDR CORP; ATTN: EXEC VICE PRESIDENT BEACHWOOD, OH 44122	S# 4253	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4253) PLAZA ESCORIAL 5840 PLAZA ESCORIAL CAROLINA, PR	\$9,772.78
431	DDR FAJARDO LLC SE 3300 ENTERPRISE PARKWAY C/O DEVELOPERS DIVERSIFIED REALTY BEACHWOOD, OH 44122	S# 4206	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4206) PLAZA FAJARDO 150 CARR 940 FAJARDO, PR	\$13,162.06
432	DDR ISABELA LLC SE 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT LEASING BEACHWOOD, OH 44122	S# 4235	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4235) PLAZA ISABELA 3535 AVE MILITAR ISABELA, PR	\$11,538.41
433	DDR MCHENRY SQUARE LLC C/O DEVELOPERS DIVERSIFIED REALTY CORPOR 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE BEACHWOOD, OH 44122	S# 4415	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4415) THE SHOPS AT FOX RIVER 2922 COMMERCE DR JOHNSBURG, IL	\$6,858.30
434	DDR NORTE LLC SE 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT-LEASING BEACHWOOD, OH 44122	S# 4215	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4215) PLAZA DEL NORTE MALL 506 CALLE TRUNCADO HATILLO, PR	\$7,834.31

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
435	DDR PALMA REAL LLC SE 3300 ENTERPRISE PARKWAY C/O DEVELOEPRS DIVERSIFIED REALTY CORP BEACHWOOD, OH 44122	S# 4246	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4246) PLAZA PALMA REAL 350 CARR 3 HUMACAO, PR	\$9,776.04
436	DDR RIO HONDO LLC S.E. 3300 ENTERPRISE PARKWAY C/O DDR CORP BEACHWOOD, OH 44122	S# 4242	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4242) PLAZA RIO HONDO MALL 60 AVE RIO HONDO STE 50 BAYAMON, PR	\$0.00
437	DDR TUCSON SPECTRUM I LLC 3300 ENTERPRISE PARKWAY C/O DDR CORP; ATTN: EXECUTIVE VP LEASING BEACHWOOD, OH 44122	S# 840	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #840) TUCSON SPECTRUM SHOPPING CENTE 1183 W IRVINGTON RD TUCSON, AZ	\$8,648.94
438	DDRA MAPLE GROVE CROSSING LLC - C/O DEVELOPER DIVERSIFIED REALTY CORPORATION 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT - LEASING BEACHWOOD, OH 44122	S# 1093	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1093) MAPLE GROVE CROSSINGS 8056 WEDGEWOOD LANE NORTH MAPLE GROVE, MN	\$10,744.81
439	DDRM COFER CROSSING LLC - C/O DDR CORP 3300 ENTERPRISE PARKWAY ATTN: EXEC VP-LEASING BEACHWOOD, OH 44122	S# 5739	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5739) COFER CROSSING SHOPPING CENTER 4367 LAWRENCEVILLE HWY TUCKER, GA	\$5,395.73
440	DDRM RIVERSTONE PLAZA LLC 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT-LEASING BEACHWOOD, OH 44122	S# 5660	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5660) RIVERSTONE PLAZA 1437 RIVERSTONE PKWY CANTON, GA	\$2,720.46
441	DDRTC EISENHOWER CROSSING LLC 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT-LEASING BEACHWOOD, OH 44122	S# 2068	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2068) 4673 PRESIDENTIAL PARKWAY SUITE 206 MACON, GA	\$5,284.83

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
442	DDRTC TURKEY CREEK LLC 3300 ENTERPRISE PARKWAY; ATTN: EXECUTIVE C/O DEVELOPERS DIVERSIFIED REALTY CORPOR BEACHWOOD, OH 44122	S# 4271	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4271) PAVILION AT TURKEY CREEK 10950 PARKSIDE DRIVE KNOXVILLE, TN	\$6,262.92
443	DDRTC VILLAGE CROSSING LLC 3300 ENTERPRISE PARKWAY C/O DEVELOPERS DIVERSIFIED REALTY ATTN: BEACHWOOD, OH 44122	S# 3638	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3638) VILLAGE CROSSING 5553 TOUHY AVE SKOKIE, IL	\$24,413.43
444	DDRTC WOODSTOCK SQUARE LLC C/O DEVELOPERS DIVERSIFIED REALTY 3300 ENTERPRISE PARKWAY ATTN: EXECUTIVE VICE PRESIDENT BEACHWOOD, OH 44122	S# 4285	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4285) WOODSTOCK SQUARE 128 WOODSTOCK SQUARE AVE WOODSTOCK, GA	\$7,309.89
445	DE ANZA COUNTRY SHOPPING CENTER 2020 EAST ORANGETHORPE AVENUE; SUITE 210 FULLERTON, CA 92831	S# 2277	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2277) DEANZA COUNTRY PLAZA 7830 LIMONITE AVE # 32 RIVERSIDE, CA	\$1,670.00
446	DEERBROOK MALL LLC C/O GGPLP REAL ESTATE INC 110 N. WACKER DR. CHICAGO, IL 60606	S# 3075	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3075) DEERBROOK MALL 20131 HIGHWAY 59 N HUMBLE, TX	\$17,855.53
447	DEKALB ASSOCIATES LLC 707 SKOKIE BLVD SUITE 100 C/O ARTHUR GOLDNER & ASSOCIATES INC ATTN NORTHBROOK, IL 60062	S# 1594	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1594) DEKALB MARKET SQUARE 2350 SYCAMORE RD DEKALB, IL	\$2,935.00
448	DEL SOL CAPITAL LLC 1850 S. SEPULVEDA BLVD C/O SAFCO CAPITAL BLVD LOS ANGELES, CA 90025	S# 3389	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3389) VALLE DEL SOL SC 1625 RIO BRAVO BLVD SW ALBUQUERQUE, NM	\$3,333.33

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
449	DEL SOL PLAZA LLC 62 EL RIO DRIVE ALAMOSA, CO 81101	S# 4130	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4130) DEL SOL PALZA 702 DEL SOL DR ALAMOSA, CO	\$2,370.17
450	DELRAY REALTY ASSOCIATES LLC PO BOX 1026 MELVILLE, NY 11747	S# 3609	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3609) DELRAY TOWN CENTER 4801 LINTON BLVD DELRAY BEACH, FL	\$7,725.33
451	DELTA MB LLC 875 EAST STREET TEWKSBURY, MA 01876	S# 4457	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4457) NORTH ANDOVER MALL 350 WINTHROP AVE NORTH ANDOVER, MA	\$4,175.00
452	DELTA PROPERTIES NY LLC 7500 FOURTH AVENUE C/O JAMES HATZIPETROS BROOKLYN, NY 11209	S# 3867	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3867) 472 5TH AVE BROOKLYN, NY	\$6,132.47
453	DEL-WHITE JOINT VENTURE PO BOX 7475 C/O WHITE-SPUNNER REALTY INC MOBILE, AL 36670-0475	S# 5417	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5417) AMBASSADOR SHOPPING CENTER 312 SCHILLINGER RD S MOBILE, AL	\$0.00
454	DEMOULAS SUPER MARKETS INC 875 EAST STREET C/O DSM MB I LLC TEWKSBURY, MA 01876	S# 4664	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4664) SOMERSET PLAZA 375 AMHERST ST NASHUA, NH	\$13,943.39
455	DEMOULAS SUPER MARKETS INC 875 EAST STREET C/O DSM MB I LLC TEWKSBURY, MA 01876	S# 5166	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5166) CLAREMONT MARKET PLACE 345 WASHINGTON ST CLAREMONT, NH	\$1,824.58

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
456	DENHA HOLDINGS LLC 40700 WOODWARD AVE SUITE -250 BLOOMFIELD HILLS, MI 48304	S# 6254	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6254) 1603 ROCHESTER RD TROY, MI	\$4,666.67
457	DENNIS GILBERT PO BOX 42531 C/O GILBERT FAMILY TRUST WASHINGTON, DC 20015	S# 4973	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4973) 1275 HIGHWAY 10 WEST DETROIT LAKES, MN	\$1,878.33
458	DENNIS LOMBARDO & VINCENT LOM- BARDO TRUSTEES OF GRANT REALTY C/O THE LOMBARDO COMPANIES 6 BILLINGS STREET RANDOLPH, MA 02368	S# 6450	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6450) 31-32 CENTRAL SQUARE EAST BOSTON, MA	\$6,536.00
459	DERITO TALKING STICK NORTH LLC 3200 E CAMELBACK ROAD SUITE 175 ATTN: CHARLES R CARLISE PHOENIX, AZ 85018	S# 3761	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3761) THE PAVILIONS AT TALKING STICK 8940 E TALKING STICK WAY SCOTTSDALE, AZ	\$4,878.68
460	DESERT SKY ESPLANADE LLC C/O PROPERTY MANAGEMENT ADVISORS 1515 E BETHANY HOME ROAD SUITE 110 PHOENIX, AZ 85014	S# 4443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4443) DESERT SKY ESPLANADE 2020 N 75TH AVE STE 11 PHOENIX, AZ	\$5,742.22
461	DESERT SKY MALL LLC C/O THE WESTCOR COMPANY LIMITED PARTNERS 7611 WEST THOMAS ROAD; PO BOX 48008 PHOENIX, AZ 85075	S# 2661	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2661) DESERT SKY MALL 7611 W THOMAS RD PHOENIX, AZ	\$5,456.08
462	DESOTO SQUARE MALL LLC 150 GREAT NECK ROAD SUITE 304 C/O NAMDAR REALTY GROUP GREAT NECK, NY 11021	S# 4391	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4391) DESOTO SQUARE MALL 303 301 BLVD W BRADENTON, FL	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
463	DEVCON SHOPS LLC 433 SOUTH MAIN STREET SUITE 218 C/O DEI PROPERTY MANAGEMENT LLC WEST HARTFORD, CT 06110	S# 4870	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4870) WESTFIELD SHOPS 451 E MAIN STREET WESTFIELD, MA	\$6,414.13
464	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 06830	72230	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
465	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55465	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/01/2012	\$0.00
466	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55468	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/05/2010	\$0.00
467	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55472	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 03/13/2017	\$0.00
468	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55476	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/24/2010	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
469	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55480	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/25/2007	\$0.00
470	DEXTER SHOE COMPANY JAMES ISSLER H.H BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY 124 WEST PUTNAM AVENUE GREENWICH, CT 6830	55486	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 11/02/2012	\$0.00
471	DIAL REALTY - CHEYENNE MOUNTAIN II LLC 11506 NICHOLAS STREET SUITE 100 OMAHA, NE 68154	S# 5402	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5402) CHEYENNE MOUNTAIN CENTER N-2 1670 E. CHEYENNE MTN. BLVD. COLORADO SPRINGS, CO	\$4,664.00
472	DIANE KAY RANDALL & ALLEN J RANDALL 20475 LONGBAY DRIVE YORBA LINDA, CA 92887	S# 6259	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6259) 5211 BROOKPARK RD PARMA, OH	\$2,333.33
473	DIMOND CENTER HOLDINGS LLC 800 EAST DIMOND BOULEVARD SUITE 3-500 ANCHORAGE, AK 99515	S# 5460	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5460) DIMOND CENTER 800 E DIMOND BLVD ANCHORAGE, AK	\$6,436.09
474	DIMUCCI DEVELOPMENT CORPORATION OF CICERO II C/O DIMUCCI COMPANIES - ATTN: ANTHONY D 285 WEST DUNDEE ROAD PALATINE, IL 60074	S# 592	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #592) CICERO MARKET PLACE 3021 S CICERO AVENUE CICERO, IL	\$9,790.97
475	DL PROPERTIES 5475 G STREET CHINO, CA 91710	S# 3136	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3136) 1850 MCCULLOUGH BLVD N STE B1 LAKE HAVASU CITY, AZ	\$440.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
476	DMC ENTERPRISES II LTD 4311 OAK TRAIL COURT SUGAR LAND, TX 77479	S# 2045	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2045) ALVIN 6 CENTER 1591 EAST HIGHWAY 6 ALVIN, TX	\$2,679.29
477	DMDE PROPERTIES LP ET AL C/O BOOTH & ASSOCIATES 1118 E ROUTE 66 GLEN DORA, CA 91740	S# 2738	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2738) 1541 N VERMONT AVE LOS ANGELES, CA	\$3,562.62
478	DOLPHIN MALL ASSOCIATES LLC 200 EAST LONG LAKE ROAD SUITE 300 C/O THE TAUBMAN COMPANY BLOOMFIELD HILLS, MI 48304	S# 5716	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5716) DOLPHIN MALL 11401 NW 12TH ST MIAMI, FL	\$60,788.26
479	DOLPHIN PLAZA LLC 3350 RIVERWOOD PKWY SE SUITE 450 C/O RIVERWOOD PROPERTIES LLC ATLANTA, GA 30339	S# 239	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #239) DOLPHIN PLAZA 421 MARY ESTHER BLVD MARY ESTHER, FL	\$5,530.87
480	DOMINICK SCALI AND ANGELA SCALI 2301 80TH STREET BROOKLYN, NY 11214	S# 4431	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4431) 146 SMITH ST PERTH AMBOY, NJ	\$4,562.82
481	DORINDA LLC & MIRAVISTA LLC GALWAY DEVELOPMENT MANAGER 2015 CASTLEVIEW DRIVE TURLOCK, CA 95362	S# 1210	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1210) YUBA CITY MARKETPLACE 1070 HARTER RD YUBA CITY, CA	\$6,550.00
482	DOVER MALL LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3002	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3002) DOVER MALL 1004 DOVER MALL DOVER, DE	\$16,812.84

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
483	DOVER MANAGEMENT CO. P.O. BOX 386 GREAT NECK, NY 11022	S# 3754	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3754) 793 MANHATTAN AVE BROOKLYN, NY	\$6,112.50
484	DOWNERS GROVE CENTER 852 LLC 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 2953	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2953) DOWNERS GROVE CENTER 7401A LEMONT RD DOWNERS GROVE, IL	\$7,468.20
485	DROP-HT LLC 11506 NICHOLAS STREET OMAHA, NE 68154	S# 659	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #659) HILLTOP MALL 5019 NORTH 2ND AVENUE KEARNEY, NE	\$4,668.55
486	DRUM HILL ASSOCIATES LLP C/O WS ASSET MANAGEMENT INC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 4811	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4811) 90 DRUM HILL RD SPACE 24 CHELMSFORD, MA	\$10,967.35
487	DRY #2 LLC PO BOX 1680 C/O COMMERCIAL MANAGEMENT GROUP INC AMERICAN FORK, UT 84003	S# 3062	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3062) 898 S GROWERS GROVE RD PAYSON, UT	\$3,966.67
488	DSW DEVELOPMENT CORP. 101 S. FARRAR ATTN: LARRY WESTRICH CAPE GIRARDEAU, MO 63702-1214	S# 757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #757) 3437 WILLIAM CAPE GIRARDEAU, MO	\$3,218.62
489	DSW WILMONT PLAZA LP 1795 E SKYLINE DRIVE SUITE 193 TUCSON, AZ 85718	S# 602	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #602) WILMOT PLAZA SC 6351 E BROADWAY BLVD TUCSON, AZ	\$16,750.27

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
490	DTR VISTA LLC C/O PARAGON PROPERTY MANAGEMENT SERVICES PO BOX 697 CAMARILLO, CA 93011	S# 1424	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1424) SANTA FE CROSSROADS S/C 1450 N SANTA FE AVE VISTA, CA	\$3,333.33
491	DULLES TOWN CENTER MALL L.L.C. - C/O LERNER CORP 2000 TOWER OAKS BLVD 8TH FLOOR ATTN: LEGAL DEPARTMENT ROCKVILLE, MD 20852-4208	S# 5685	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5685) DULLES TOWN CENTER 21100 DULLES TOWN CIRCLE DULLES, VA	\$9,788.73
492	DUNKIRK L.P. 3333 RICHMOND ROAD SUITE 320 C/O CHASE PROPERTIES LTD BEACHWOOD, OH 44122	S# 1385	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1385) VINEYARD PLAZA 3964 VINEYARD DR DUNKIRK, NY	\$3,249.20
493	DYNAMIC BROADWAY CORPORATION C/O MARTIN OSINSKI 14707 SOUTH DIXIE HIGHWAY SUITE 320 PALMETTO BAY, FL 33176	S# 4290	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4290) 3805 BROADWAY NEW YORK, NY	\$15,000.00
494	DYNERGY ENERGY SERVICES, LLC 1500 EASTPORT PLAZA DRIVE COLLINSVILLE, IL 62234	55588	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ELECTRIC SERVICE AGREEMENT EXHIBIT	\$0.00
495	E.C.B. ANTIOCH L.L.C. C/O GREAT LAKES PRINCIPALS 221 WEST ILLINOIS WHEATON, IL 60181	S# 512	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #512) ANTIOCH CROSSING CENTER 417 EAST RTE 173 ANTIOCH, IL	\$1,550.56
496	E.V. KRAUS COMPANY INC PO BOX 7356 C/O NORMAN JACOB COMPANY MONROE TOWNSHIP, NJ 08831	S# 3799	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3799) 349 GEORGE ST NEW BRUNSWICK, NJ	\$5,250.00

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497	EAGLE'S NEST PROPERTY LLC PO BOX 5010 HUNTINGTON BEACH, CA 92615	S# 2659	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2659) WASHINGTON SQUARE 412 E WASHINGTON BLVD LOS ANGELES, CA	\$6,936.67
498	EAST BROOK F LLC EAST BROOK W LLC & EASTBROOK T LLC 27 ORCHARD STREET MONSEY, NY 10952	S# 3788	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3788) EAST BROOK MALL 95 STORRS ROAD SPACE #13 WILLIMANTIC, CT	\$3,217.73
499	EAST BURNSIDE 5/19 L.L.C. 60 EAST 42ND STREET SUITE 1651 NEW YORK, NY 10165	S# 5123	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5123) 7 EAST BURNSIDE AVE BRONX, NY	\$0.00
500	EAST CEDARBROOK PLAZA LLC 370 SEVENTH AVENUE SUITE 1600 NEW YORK, NY 10001-3903	S# 498	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #498) EAST CEDARBROOK PLAZA 3001 CHELTENHAM AVE WYNCOTE, PA	\$560.37
501	EAST COURT SHOPPING CENTER LP C/O CULLINAN COMPANIES 420 NORTH MAIN STREET EAST PEORIA, IL 61611	S# 2642	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2642) EAST COURT VILLAGE 3516 COURT ST PEKIN, IL	\$0.00
502	EAST END FREEWAY PROPERTIES INC C/O EE PROPERTIES INC 3400 BISSONNET SUITE 101 HOUSTON, TX 77005	S# 576	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #576) FOUR CORNERS 28435 TOMBALL PKY TOMBALL, TX	\$0.00
503	EAST FOREST PLAZA II LLLC C/O GRUBB & ELLIS/WILSON KIBLER PO BOX 11312 COLUMBIA, SC 29211	S# 993	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #993) EAST FOREST PLAZA 5422 FOREST DR COLUMBIA, SC	\$5,670.15

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
504	EAST LAKE MANAGEMENT 2850 SOUTH MICHIGAN CHICAGO, IL 60616	S# 2885	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2885) RYAN GARFIELD SHOPPING CENTER 5401 S WENTWORTH SPACE B CHICAGO, IL	\$0.00
505	EASTEX VENTURE PO BOX 924133 HOUSTON, TX 77292-4133	S# 1233	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1233) NORTH PARK PLAZA 5852 EASTEX FREEWAY BEAUMONT, TX	\$5,866.30
506	EASTGATE MALL CMBS LLC 2030 HAMILTON PLACE BLVD C/O CBL & ASSOCIATES MGMT INC CHATTANOOGA, TN 37421	S# 4049	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4049) EASTGATE MALL 4601 EASTGATE BLVD BLDG 832 CINCINNATI, OH	\$7,137.05
507	EASTGATE SHOPPING CENTER 30665 NORTHWESTERN HWY #200 FARMINGTON HILLS, MI 48334	S# 2480	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2480) EASTGATE SHOPPING CENTER 26350 GRATIOT AVENUE ROSEVILLE, MI	\$3,272.47
508	EASTLAND MALL LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & MANAGEMENT INC CHATTANOOGA, TN 37421	S# 859	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #859) EASTLAND MALL 1615 E EMPIRE ST BLOOMINGTON, IL	\$6,558.67
509	EASTVIEW MALL LLC C/O WILMORITE PROPERTY MANAGEMENT 1265 SCOTTSVILLE ROAD ROCHESTER, NY 14624	S# 3916	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3916) EASTVIEW MALL 503 EASTVIEW MALL VICTOR, NY	\$7,278.93
510	EASTWAY I HOLDINGS LLC PO BOX 36799 C/O COLLETT MANAGEMENT LLC CHARLOTTE, NC 28236-6799	S# 3831	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3831) EASTWAY CROSSING 3124 EASTWAY DR CHARLOTTE, NC	\$947.61

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
511	EATONTOWN MONMOUTH MALL LLC C/O KUSHNER COMPANIES; ATTN: CAROL VINDI 30 A VREELAND ROAD SUITE 220 FLORHAM PARK, NJ 07932	S# 4335	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4335) MONMOUTH MALL 180 STATE ROUTE 35 SOUTH EATONTOWN, NJ	\$12,347.31
512	EDISON MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GENERAL COUN COLUMBUS, OH 43215	S# 80	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #80) EDISON MALL 4125 CLEVELAND AVE FORT MYERS, FL	\$10,280.80
513	EGC-GREENRIDGE LP & GREENRIDGE PLAZA ASSOC LP C/O NAI SUMMIT 3435 WINCHESTER ROAD SUITE 300 ALLENTOWN, PA 18104	S# 1197	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1197) GREENRIDGE PLAZA 1618 NAY AUG AVE SCRANTON, PA	\$1,579.50
514	EISENHOWER PROPERTIES LLC C/O COMMERCIAL HORIZONS INC. PO BOX 12057 GREEN BAY, WI 54307-2057	S# 2498	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2498) HORIZON PLAZA SC 3825 EAST CALUMET APPLETON, WI	\$3,333.33
515	EKLECCO NEWCO LLC THE CLINTON EXCHANGE FOUR CLINTON SQUARE C/O PYRAMID MANAGEMENT GROUP ATTN: MANA SYRACUSE, NY 13202-1078	S# 5603	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5603) PALISADES CENTER 3322 PALISADES CENTER DRIVE WEST NYACK, NY	\$21,730.32
516	EKT GROUP LLC 2302 AVALON DRIVE C/O DENNIS LEE BUFFALO GROVE, IL 60089	S# 2225	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2225) 2511 GRAND AVE WAUKEGAN, IL	\$0.00
517	EL CENTRO MALL LTD C/O SPIGEL PROPERTIES INC 70 NE LOOP 410 SUITE 185 SAN ANTONIO, TX 78216	S# 2945	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2945) GRIFFITH CENTER 430 W RIDGE RD GRIFFITH, IN	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
518	EL PASEO-CALEXICO LLC 211 E. CARRILLO STREET SUITE 301 SANTA BARBARA, CA 93101	S# 4677	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4677) EL PASEO POWER FLOOR 2451 ROCKWOOD AVENUE SUITE 119 CALEXICO, CA	\$3,000.00
519	ELIAS PROPERTIES CHAMPAIGN LLC 500 NORTH BROADWAY JERICHO, NY 11753	S# 763	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #763) CHAMPAIGN TOWN CENTER 2002 N PROSPECT CHAMPAIGN, IL	\$0.00
520	ELIAS PROPERTIES EAST SETAUKET LLC 500 NORTH BROADWAY SUITE 257 JERICHO, NY 11753	S# 4550	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4550) PORT HAVEN PLAZA 5020 NESCONSET HWY SETAUKET, NY	\$692.66
521	ELIAS PROPERTIES GULFPORT LLC 500 NORTH BROADWAY JERICHO, NY 11753	S# 243	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #243) GULFPORT PLAZA 9368 HWY 49 GULFPORT, MS	\$4,196.00
522	E-LING BALLEW 2651 SWEET OAKS CIRCLE GERMANTOWN, TN 38138	S# 5648	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5648) WALMART SHOPPING CENTER 8350 HWY 64 BARTLETT, TN	\$4,146.59
523	ELSINORE - VETO LLC C/O TOIBB ENTERPRISES 6355 TOPANGA CANYON BLVD SUITE 335 WOODLAND HILLS, CA 91367	S# 3423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3423) LAKE ELSINORE CITY CENTER 31660 GRAPE ST LAKE ELSINORE, CA	\$0.00
524	EMANDEL REALTY CO. BOX 207 HUNTINGTON, WV 25707	S# 6153	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6153) 1411 ROUTE 60E HUNTINGTON, WV	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
525	EMC PARTNERS C/O ECP COMMERCIAL 4455 MURPHY CANYON ROAD SUITE 200 SAN DIEGO, CA 92123	S# 489	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #489) ESCONDIDO MISSION CENTER 357 W MISSION AVE ESCONDIDO, CA	\$5,500.00
526	EMI SANTA ROSA LP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 1815	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1815) SANTA ROSA PLAZA 1031 SANTA ROSA PLAZA SANTA ROSA, CA	\$15,299.83
527	EMILY ROSE HIRSCH HART AND HHW ST LANDRY PROPERTIES LLC 315 SOUTH COURT STREET PO BOX 190 OPELOUSAS, LA 70571	S# 4680	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4680) 924 CRESSWELL LN OPELOUSAS, LA	\$4,641.89
528	EMPIRE COLUMBIA LP C/O CBRE/FAMECO 625 W RIDGE PIKE BLDG A SUITE 100 CONSHOHOCKEN, PA 19428	S# 3126	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3126) COLUMBIA MALL 225 COLUMBIA MALL DR BLOOMSBURG, PA	\$43.37
529	EMPIRE MALL LLC C/O SIMON PROPERTY GROUP 225 WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 2015	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2015) EMPIRE MALL 3921 W 41ST ST SIOUX FALLS, SD	\$12,386.06
530	EMPRESAS PUERTORIQUENAS DE DESARROLLO INC 304 PONCE DE LEON AVE. SUITE 1100 HATO REY, PR 00918	S# 4213	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4213) MAYAGUEZ MALL 975 AVE HOSTOS MAYAGUEZ, PR	\$19,657.61
531	ENTERPRISE SHOPPING CENTER LLC 1025 THOMAS JEFFERSON STREET NW SUITE 70 C/O COMBINED PROPERTIES INC WASHINGTON, DC 20007-5201	S# 4402	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4402) ENTERPRISE SHOPPING CENTER 9433 1/2 ANNAPOLIS RD LANHAM, MD	\$4,736.57

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
532	EREP MARKET PLACE I LLC 515 CONGRESS AVENUE SUITE 1925 AUSTIN, TX 78701	S# 258	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #258) MARKET PLACE SHOPPING CENTER 3052 SOUTH 31ST STREET TEMPLE, TX	\$3,997.00
533	EUCLID SHOPPING CENTER LLC 8294 MIRA MESA BLVD SAN DIEGO, CA 92126-2604	S# 2922	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2922) EUCLID SC 1688 W KATELLA AVE ANAHEIM, CA	\$1,023.80
534	EWB ESCONDIDO ASSOCIATES L.P. 2049 CENTURY PARK EAST 41ST FLOOR ATTN: LEGAL DEPARTMENT LOS ANGELES, CA 90067	S# 5278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5278) WESTFIELD NORTH COUNTY 200 EAST VIA RANCHO PLAZA #365 ESCONDIDO, CA	\$11,090.83
535	EXCEL MANTECA LP C/O EXCEL TRUST LP 17140 BERNARDO CENTER DRIVE SUITE 300 SAN DIEGO, CA 92128	S# 4343	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4343) MANTECA STADIUM CENTER 2232 DANIELS STREET MANTECA, CA	\$7,274.68
536	EXCEL REALTY PARTNERS LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10017	S# 2109	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2109) CUDAHY PLAZA 7913 ATLANTIC CUDAHY, CA	\$5,000.00
537	EXPO-BACH LLC EXPO-CT LLC EXPO-OPHIR LLCAS TENANTS IN COMMON 6345 BALBOA BLVD #358 C/O OPHIR MANAGEMENT SERVICES ENCINO, CA 91316	S# 2840	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2840) 1021 W MARTIN LUTHER KING JR BLVD LOS ANGELES, CA	\$5,920.00
538	FAIR LAKES CENTER ASSOCIATES LP 12500 FAIR LAKES CIRCLE SUITE 430 FAIRFAX, VA 22033	S# 4837	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4837) FAIR LAKES CENTER 12999 FAIRLAKES CENTER FAIRFAX, VA	\$6,842.75

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539	FAIRFAX COMPANY OF VA. LLC MANAGEMENT OFFICE 11750 FAIR OAKS FAIRFAX, VA 22033	S# 5676	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5676) FAIR OAKS MALL 11796 LEE JACKSON MEMORIAL HWY FAIRFAX, VA	\$5,791.15
540	FAIRVIEW HUDSON 15 LLC AND 11-13 HUDSONLLC AND HUDSON RETAIL LLC 201 EDWARD CURRY AVENUE 3RD FLOOR STATEN ISLAND, NY 10314	S# 3951	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3951) FAIRVIEW SHOPPING CENTER 160 FAIRVIEW AVE SUITE 130 HUDSON, NY	\$2,010.67
541	FAITH MISSION & HELP CENTER INC 500 E ACADEMY STREET BRENHAM, TX 77833	S# 2023	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2023) MARKET SQUARE SHPG CNTR 2206H S MARKET ST BRENHAM, TX	\$0.00
542	FALCON GATEWAY PROPERTY LLC C/O HANNAY REALTY ADVISORS 2999 N 44TH STREET SUITE 400 PHOENIX, AZ 85018	S# 2500	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2500) 4465 E MCKELLIPS RD SPACE 101 MESA, AZ	\$1,898.14
543	FALLIS A. BEALL AND THOMAS D. GOODNER DBA ELK PLAZA SHOPPING CENTER 2401 W. BOIS D ARC DUNCAN, OK 73533	S# 162	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #162) ELK PLAZA SHPG CNTR 1521 N HIGHWAY 81 DUNCAN, OK	\$1,166.67
544	FARMINGVILLE ASSOCIATES 430 PARK AVENUE SUITE 505 C/O MIDWOOD MANAGEMENT CORP. NEW YORK, NY 10022	S# 4666	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4666) EXPRESSWAY PLAZA 2314 N OCEAN AVE FARMINGVILLE, NY	\$3,291.00
545	FASHION SQUARE MALL REALTY LLC 150 GREAT NECK ROAD SUITE 304 ATTN: IGAL NAMDAR GREAT NECK, NY 11021	S# 3859	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3859) FASHION SQUARE MALL 4901 FASHION SQUARE MALL UNIT D400 SAGINAW, MI	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
546	FAST TRAK PERMIT SERVICE 5030 VICEROY AVE NORCO, CA 92860	55641	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONSULTING AGREEMENT DATED 09/11/2014	\$0.00
547	FAYETTE MALL SPE LLC 3401 NICOLASVILLE ROAD #303 C/O CBL & ASSOCIATES MGMT INC LEXINGTON, KY 40503-3693	S# 494	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #494) FAYETTE MALL 3615 NICHOLASVILLE RD LEXINGTON, KY	\$17,387.87
548	FEDERAL CONSTRUCTION INC. 1550 DE MAISONNEUVE WEST SUITE 1010 MONTREAL, QC H3G 1N2 CANADA	S# 2309	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2309) NORTH RIVERSIDE PLAZA 2210 HARLEM AVE NORTH RIVERSIDE, IL	\$12,620.61
549	FEDERAL REALTY INVESTMENT TRUST 1626 EAST JEFFERSON STREET ATTN: LEGAL DEPARTMENT ROCKVILLE, MD 20852-4041	S# 5714	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5714) DEDHAM PLAZA 703 PROVIDENCE HWY DEDHAM, MA	\$7,571.50
550	FEDERAL REALTY INVESTMENT TRUST 1626 EAST JEFFERSON STREET ATTN: LEGAL DEPARTMENT ROCKVILLE, MD 20852-4041	S# 4898	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4898) BRISTOL PLAZA 615 FARMINGTON AVE BRISTOL, CT	\$12,212.96
551	FEDERAL REALTY PARTNERS LP 1626 EAST JEFFERSON STREET C/O FEDERAL REALTY INVESTMENT TRUST ROCKVILLE, MD 20952-4041	S# 1507	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1507) MOUNT VERNON PLAZA 7716 RICHMOND HWY ALEXANDRIA, VA	\$5,242.35
552	FELBRAM PLAZA NORTH LLC 370 SEVENTH AVENUE SUITE 1600 WINDBROOK MANAGEMENT LLC MANAGING AGENT NEW YORK, NY 10001	S# 6349	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6349) 3772 S EAST ST INDIANAPOLIS, IN	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
553	FERN PARK PLAZA LLC 810 SEVENTH AVENUE 10TH FLOOR C/O RD MANAGEMENT NEW YORK, NY 10019	S# 3226	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3226) FERN PARK SC 159 E SEMORAN BLVD FERN PARK, FL	\$6,041.15
554	FERNANDO MARTINEZ AND JOSE MARTINEZ 909 ESE LOOP 323 SUITE 650 C/O BURNS COMMERCIAL PROPERTIES TYLER, TX 75701	S# 253	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #253) 1121 E 5TH ST TYLER, TX	\$9,989.03
555	FHM PARTNERS LLC 20 E CONGRESS STREET SUITE 300 TUCSON, AZ 85701	S# 4639	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4639) FOOTHILLS MALL 7475 N CHOLLA BLVD TUCSON, AZ	\$5,801.32
556	FILER HOLDINGS LLC 4201 ROOSEVELT WAY NE #200 C/O NORTHWESTERN MANAGEMENT CORPORATION SEATTLE, WA 98105	S# 6532	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6532) 1731 S FIRST ST SUITE 500 YAKIMA, WA	\$4,559.30
557	FINDLAY SHOPING CENTER INC. C/O J.J. GUMBERG CO. BRINTON EXECUTIVE CENTER 1051 BRINTON ROAD PITTSBURGH, PA 15221-4599	S# 3969	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3969) FINDLAY VILLAGE MALL 1800 TIFFIN AVE FINDLAY, OH	\$3,624.23
558	FIRST COLONY MALL C/O FIRST COLONY MALL LLC 110 N WACKER DRIVE ATTN: LAW/LEASE AMINISTRATION DEPARTMEN CHICAGO, IL 60606	S# 5659	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5659) FIRST COLONY MALL 16535 SW FREEWAY SUGAR LAND, TX	\$23,284.36
559	FIRST EAGLE DEVELOPMENTS INC. 4201 W. CYPRESS STREET TAMPA, FL 33607	S# 5786	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5786) THE SHOPPES AT THE PARKWAY 6123 W IRLO BRONSON HIGHWAY KISSIMMEE, FL	\$4,398.02

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
560	FIRST INTERSTATE AVON LTD. 25333 CEDAR ROAD SUITE 300 LYNDHURST, OH 44124	S# 1897	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1897) AVON COMMONS 35880 DETROIT RD AVON, OH	\$275.22
561	FIRST REAL ESTATE INVESTMENT TRUST C/O HEKEMIAN AND COMPANY INC. 505 MAIN STREET P.O. BOX 667 HACKENSACK, NJ 07602	S# 1078	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1078) WESTRIDGE SQUARE SC 1029 W PATRICK ST FREDERICK, MD	\$0.00
562	FIRST REAL ESTATE INVESTMENT TRUST OF NJC/O HEKEMIAN & COMPANY 505 MAIN STREET 4TH FLOOR P.O. BOX 667 HACKENSACK, NJ 07602-0667	S# 5515	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5515) WESTWOOD PLAZA SHOPPING CENTER 700-79 BROADWAY WESTWOOD, NJ	\$4,041.12
563	FIT FAMILY DEVELOPMENT LP 564 NORTH SUNRISE AVENUE ATTN: RUSS KHUN ROSEVILLE, CA 95661-3035	S# 3564	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3564) LEAGUE CITY MARKETPLACE 2950A GULF FWY SOUTH LEAGUE CITY, TX	\$6,728.34
564	FIVE TOWN STATION LLC C/O PHILLIPS EDISON & COMPANY LTD 11501 NORTHLAKE DRIVE CINCINNATI, OH 45249	S# 6334	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6334) FIVE TOWN PLAZA 348 COOLEY ST SPRINGFIELD, MA	\$3,071.13
565	FLAGLER S.C. LLC 3333 NEW HYDE PARK RD SUITE 100 / PO BOX C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 3655	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3655) FLAGLER PARK PLAZA 8297 W FLAGLER ST MIAMI, FL	\$11,199.58
566	FLAMINGO MARYLAND INVESTORS LLC 6222 WILSHIRE BLVD SUITE 400 C/O DECROON PROPERTIES LOS ANGELES, CA 90048	S# 1672	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1672) MARYLAND CROSSING 4011 S MARYLAND PKY LAS VEGAS, NV	\$4,358.43

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567	FLATBUSH CHARTER PARTNERS LLC 1195 ROUTE 70 SUITE 2000 C/O PARAMOUNT REALTY SERVICES INC LAKEWOOD, NJ 08701	S# 4900	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4900) CHARTER OAK MARKET PLACE 71 WILLIAM SHORTY CAMPBELL STREET HARTFORD, CT	\$3,313.75
568	FLATIRON PROPERTY HOLDING LLC C/O MACERICH MANAGEMENT COMPANY 401 WILSHIRE BLVD SUITE 700; ATTN: LEGAL SANTA MONICA, CA 90401	S# 2514	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2514) FLATIRON CROSSING MALL 1 WEST FLATIRON CROSSING DR BROOMFIELD, CO	\$10,306.88
569	FLETCHER BRIGHT C/O LAURIE & ASSOCIATES 2650 THOUSAND OAKS BLVD SUITE 2350 MEMPHIS, TN 38118	S# 2311	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2311) HICKORY RIDGE CROSSING S/C 3625 HICKORY HILL RD MEMPHIS, TN	\$2,695.33
570	FLINT GENESEE CROSSING LLC 3333 RICHMOND ROAD SUITE 320 C/O CHASE PROPERTIES LTD BEACHWOOD, OH 44122	S# 3072	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3072) GENESEE CROSSING G-3531 MILLER RD FLINT, MI	\$589.00
571	FLINTSAN PROPERTIES LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES BOCA RATON, FL 33431	S# 2024	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2024) 3760 S DORT HWY FLINT, MI	\$83.70
572	FLORENCE (FLORENCE MALL) FMH LLC 8816 SIX FORKS ROAD SUITE 201 C/O RIVERCREST REALTY ASSOCIATES LLC RALEIGH, NC 27615	S# 4505	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4505) 1901 W PALMETTO ST FLORENCE, SC	\$5,885.00
573	FLORENCE MALL LLC C/O GENERAL GROWTH 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 1158	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1158) FLORENCE MALL 1174 FLORENCE MALL FLORENCE, KY	\$15,460.49

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574	FLORIDA MALL ASSOCIATES LTD C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 1651	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1651) THE FLORIDA MALL 8001 S ORANGE BLOSSOM TRAIL ORLANDO, FL	\$18,799.90
575	FLORIDA MALL ASSOCIATES LTD C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON INDIANAPOLIS, IN 46204-3438	S# 3260	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3260) THE FLORIDA MALL 8001 S ORANGE BLOSSOM TRAIL STE 760 ORLANDO, FL	\$30,240.71
576	FLORIDA WEST AMERICAN INC. P.O. BOX 937 MARIANNA, FL 32446	S# 5298	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5298) CAPITAL WEST S/C 4610 TENNESSEE ST TALLAHASSEE, FL	\$4,031.25
577	FMC STRATFORD MALL MEMBERS LLC 152 STRATFORD SQUARE C/O STRATFORD SQUARE MANAGEMENT OFFICE BLOOMINGDALE, IL 60108	S# 3367	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3367) STRATFORD SQUARE 224 STRATFORD SQUARE BLOOMINGDALE, IL	\$1,028.83
578	FN COSNER'S CORNER LLC 19379 HIGH BLUFF LANE BARHAMSVILLE, VA 23011	S# 3143	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3143) COSNER'S CORNER 9837 JEFFERSON DAVIS HWY FREDERICKSBURG, VA	\$1,157.17
579	FOM PUERTO RICO S.E. C/O BELZ ENTERPRISES ATTN: RONALD A. B 18400 STATE ROAD #3 SUITE 205 CANOVANAS, PR 00745	S# 3749	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #3749) OUTLETS OF ROUTE 66 SHOPPING CENTER 18400 CARR 3 CANOVANAS, PR	\$0.00
580	FONTANA SQUARE LLC ATTN: HM PROPERTIES 12304 SANTA MONICA BLVD SUITE 220A LOS ANGELES, CA 90025	S# 3885	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3885) FONTANA PLAZA 17151 FOOTHILL BLVD SUITE M FONTANA, CA	\$6,333.05

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581	FOOTHILL-PACIFIC TOWNE CENTRE #1 CORPORATE PLAZA P.O. BOX 3060 NEWPORT BEACH, CA 92658	S# 4880	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4880) HILL RANCH TOWNE CENTER 26756 PORTOLA PARKWAY FOOTHILL RANCH, CA	\$3,000.00
582	FORDHAM GRAND LLC 617-625 WEST 181ST STREET NEW YORK, NY 10033	S# 3637	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3637) 209 E FORDHAM RD BRONX, NY	\$67,833.33
583	FOREST HARLEM PROPERTIES LIMITED PARTNERSHIP C/O THE HARLEM IRVING COMPANIES INC. 4104 NORTH HARLEM AVENUE/ATTN: GENERAL NORRIDGE, IL 60706	S# 4486	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4486) HARLEM IRVING MALL 4202 N HARLEM AVE SUITE I NORRIDGE, IL	\$4,628.07
584	FORT SMITH MALL LLC 5111 ROGERS AVENUE SUITE 640 FORT SMITH, AR 72903	S# 2032	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2032) CENTRAL MALL 5111 ROGERS AVENUE FORT SMITH, AR	\$8,595.85
585	FORT STEUBEN IMPROVEMENTS LLC 580 WHITE PLAINS ROAD 3RD FLOOR C/O DLC MANAGEMENT CORPORATION TARRYTOWN, NY 10591	S# 2853	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2853) FT STEUBEN MALL 100 MALL DR STEUBENVILLE, OH	\$0.00
586	FOX RIVER SHOPPING CENTER L.L.P. 110 N. WACKER DR. CHICAGO, IL 60606	S# 2551	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2551) FOX RIVER MALL 4301 W WISCONSIN AVE SUITE 100 APPLETON, WI	\$11,586.34
587	FOX VALLEY MALL LLC C/O CENTENNIAL REAL ESTATE MANAGEMENT LL 8750 N CENTRAL EXPY SUITE 1740 DALLAS, TX 75231	S# 1472	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1472) FOX VALLEY CENTER 1164 FOX VALLEY CENTER AURORA, IL	\$8,221.61

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
588	FR SAN ANTONIO CENTER LLC C/O FRIT CA OPERATIONS INC; ATTN: LEGAL 1626 E JEFFERSON STREET ROCKVILLE, MD 20852-4041	S# 5290	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5290) SAN ANTONIO SHOPPING CENTER 530 SHOWERS BLDG AA MOUNTAIN VIEW, CA	\$7,442.88
589	FR WESTGATE MALL LLC C/O FEDERAL REALTY INVESTMENT TRUST 1626 E JEFFERSON STREET ROCKVILLE, MD 20852	S# 1471	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1471) WESTGATE MALL 1600 SARATOGA AVE SAN JOSE, CA	\$6,789.34
590	FRANCINE HORN 99 WALL STREET C/O BALSAM FELBER & GOLDFIELD NEW YORK, NY 10005	S# 5514	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5514) 479 MAIN STREET NEW ROCHELLE, NY	\$0.00
591	FRANHILL REALTY LLC 118-21 QUEENS BOULEVARD SUITE 316 FOREST HILLS, NY 11375	S# 5565	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5565) FRAN HILL S/C 204-13 HILLSIDE HOLLIS, NY	\$10,288.15
592	FRANK C & LUDMILA ROBSON CO-TRUSTEES OF FRANK C ROBSON REVOCABLE TRUST 2/17/92 P.O. BOX 986 CLAREMORE, OK 74018-0986	S# 1907	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1907) 2826 N BROADWAY PITTSBURG, KS	\$3,362.23
593	FRANK C. ROBSON & LUDMILA ROBSON P.O. BOX 986 C/O-TRUSTEES OF THE FRANK C ROBSON REVOC CLAREMORE, OK 74018	S# 886	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #886) TWO THOUSAND CENTER 2008 S WOOD DR OKMULGEE, OK	\$1,466.67
594	FRANK C. ROBSON 310 SOUTH MISSOURI STREET CLAREMORE, OK 74014	S# 143	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #143) PIONEER SQUARE CENTER 715 N PERKINS RD STILLWATER, OK	\$2,970.66

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
595	FRANK D. WEAVER PO BOX 85-2415 DBA BROADMOOR PLAZA SHOPPING CENTER MESQUITE, TX 75185-2415	S# 4	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4) 500 N GALLOWAY AVE SUITE 124 MESQUITE, TX	\$1,606.67
596	FRANKLIN MILLS ASSOCIATES L.P. 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3641	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3641) PHILADELPHIA MILLS MALL 1289 FRANKLIN MILL CIRCLE PHILADELPHIA, PA	\$9,861.53
597	FREEMALL ASSOCIATES LLC C/O FREEHOLD CHANDLER TRUST LLC 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401	S# 3431	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3431) FREEHOLD RACEWAY MALL 3710 US HWY 9 FREEHOLD, NJ	\$16,099.20
598	FREMAUX TOWN CENTER SPE LLC C/O CBL HOLDINGS I INC 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421-6000	S# 346	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #346) FREMAUX TOWN CENTER 270 TOWN CENTER PARKWAY SLIDELL, LA	\$7,256.27
599	FREMONT INDUSTRIES, INC. 4400 VALLEY INDUSTRIAL BLVD SHAKOPEE, MN 55379	49266	PAYLESS SHOESOURCE WORLDWIDE, INC.	PRODUCT SALE AND SUPPORT AGREEMENT DATED 1/6/2015	\$0.00
600	FREMONT RETAIL PARTNERS LP 1621-B SOUTH MELROSE DRIVE ATTN: LEGAL D C/O KIMCO REALTY CORPORATION VISTA, CA 92081	S# 2776	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2776) FREMONT HUB SC 39015 FREMONT HUB FREMONT, CA	\$9,386.89
601	FREP HOLDINGS LLC C/O WIREGRASS MALL ASSOCIATES LLC ONE MARITIME PLAZA SUITE 2100 SAN FRANCISCO, PA 94111	S# 1670	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1670) WIRE GRASS COMMONS 900 COMMONS DRIVE #103 DOTHAN, AL	\$6,283.73

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
602	FRIEDRICH GUENSCH WEILBURGER TAL 8 WIESBADEN, D-65199 GERMANY	S# 210	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #210) 4004 N ARMENIA AVE TAMPA, FL	\$0.00
603	FRONTIER DEVELOPMENT ZEPHYRHILLS LLC 1801 SW 3RD AVENUE SUITE 500 MIAMI, FL 33129	S# 4479	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4479) 7731 GALL BOULEVARD ZEPHYRHILLS, FL	\$544.70
604	FRONTIER LYNCHBURG LLC 1801 SW 3RD AVENUE SUITE 500 MIAMI, FL 33129	S# 6381	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6381) WARDS CROSSING 4026 WARDS RD LYNCHBURG, VA	\$0.00
605	FUHRMAN REALTY INC 34 DORAL DRIVE MANHASSET, NY 11030	S# 5108	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5108) 3170 LONG BEACH ROAD OCEANSIDE, NY	\$12,477.35
606	FULBRIGHT MAYS TRUST 2705 IRVING BLVD C/O BATES & MEYERS COMPANY DALLAS, TX 75207	S# 3401	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3401) GREENS CROSSROADS 349 W GREENS RD HOUSTON, TX	\$2,987.67
607	FULLER-RBSC LLC 10556 COMBIE ROAD PMB 6232 AUBURN, CA 95602	S# 4764	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4764) RED BLUFF SHOPPING CENTER 1005 S MAIN STREET RED BLUFF, CA	\$0.00
608	FUNB 2000-C2 TORRENCE RETAIL INC 2215 YORK ROAD SUITE 503 C/O EDGEMARK ASSET MANAGEMENT OAK BROOK, IL 60523	S# 6317	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6317) 16745 TORRENCE AVE LANSING, IL	\$27.00

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609	FVN NANCY NICOLE NIEMANN TRUST C/O LARRY NIEMANN TRUSTEE 3301 GREENLEE DRIVE AUSTIN, TX 78703	S# 5500	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5500) 490-B HWY 71 W BASTROP, TX	\$3,290.14
610	G&I IX EMPIRE DELAWARE CONSUMER SQUARE LLC C/O DLC MANAGEMENT CORP 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 6284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6284) 2638 DELAWARE AVE BUFFALO, NY	\$5,843.31
611	G&I VII BELLAIR PLAZA LLC C/O NIGHTINGALE REALTY LLC 1430 BROADWAY SUITE 1605 NEW YORK, NY 10018	S# 4028	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4028) BELLAIRE PLAZA SHOPPING CENTER 2605 N ATLANTIC AVE # 16 DAYTONA BEACH, FL	\$3,267.31
612	G&I VIII CBL TTC LLC 2030 HAMILTON PLACE BLVD SUITE 500; CBL C/O CBL & ASSOCIATES MANAGEMENT; C/O CHI CHATTANOOGA, TN 37421	S# 5667	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5667) TRIANGLE TOWN CENTER 5959 TRIANGLE TOWN CETNER BLVD RALEIGH, NC	\$8,820.61
613	G&I VIII RIVERCHASE LP C/O RCG VENTURES I LLC PO BOX 53483 ATLANTA, GA 30355	S# 5743	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5743) RIVERCHASE PROMENADE 1711 MONTGOMERY HWY HOOVER, AL	\$3,845.13
614	G.A.R. REALTY C/O GENARO J. RUBINO 1010 HOPE STREET 2ND FLOOR PO BOX 17010 STAMFORD, CT 06907	S# 5317	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5317) 55 BEDFORD STREET STAMFORD, CT	\$4,000.00
615	GAINESVILLE REALTY LTD 15400 KNOLL TRAIL SUITE 350 DALLAS, TX 75248	S# 2103	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2103) GAINESVILLE SHOPPING CENTER 960 E HIGHWAY 82 GAINESVILLE, TX	\$114.86

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
616	GALLERIA AT WOLFCHASE LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 4410	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4410) WOLFCHASE GALLERIA 2760 N GERMAN TOWN PKWY BARTLETT, TN	\$7,939.63
617	GALLERIA MALL INVESTORS LP 225 WEST WASHINGTON STREET C/O SIMON PROPERTY GROUP INC INDIANAPOLIS, IN 46204-3438	S# 2171	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2171) GALLERIA DALLAS 13350 DALLAS PKWY DALLAS, TX	\$13,251.39
618	GARDEN CITY PARK ASSOCIATES LLC 350 THEODORE FREMD AVE SUITE 210 RYE, NY 10580	S# 4810	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4810) GARDEN CITY PARK S/C 2405A JERICHO TPKE GARDEN CITY PARK, NY	\$5,248.24
619	GARDEN CITY PLAZA LLC 49 WEST 37TH STREET 9TH FLOOR C/O GJ REALTY NEW YORK, NY 10018-6257	S# 2549	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2549) GARDEN CITY PLAZA 2214 E KANSAS AVE GARDEN CITY, KS	\$3,347.98
620	GARRISON CHAPEL HILLS OWNER LLC C/O CBL & ASSOCIATES MANAGEMENT INC SUITE 500; CBL CENTER; 2030 HAMILTON PLA CHATTANOOGA, TN 37421	S# 2338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2338) CHAPEL HILLS MALL 1710 BRIARGATE BLVD COLORADO SPRINGS, CO	\$680.26
621	GARRISON FONDREN LLC 1290 AVENUE OF THE AMERICAS SUITE 914 NEW YORK, NY 10104	S# 3006	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3006) FONDREN SOUTHWEST SC 11160 FONDREN RD HOUSTON, TX	\$5,448.83
622	GATEWAY PINOLE VISTA LLC C/O STOCKBRIDGE CAPITAL GROUP; ATTN: ASS FOUR EMBARCADERO CENTER SUITE 3300 SAN FRANCISCO, CA 94111	S# 5327	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5327) PINOLE VISTA CROSSING 1390 FITZGERALD DRIVE PINOLE, CA	\$6,375.32

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
623	GATOR COASTAL SHOPPING CENTRE LLC 7850 NW 146TH STREET 4TH FLOOR MIAMI LAKES, FL 33016	S# 5583	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5583) COASTAL CENTRE 1610 CHURCH STREET CONWAY, SC	\$1,419.92
624	GB MALL LIMITED PARTNERSHIP 4912 DEL RAY AVENUE BATHESDA, MD 20814	S# 5180	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5180) BELTWAY PLAZA MALL 6000 GREENBELT ROAD GREENBELT, MD	\$6,750.99
625	GBR MIDDLESEX LLC 150 WHITE PLAINS ROAD SUITE 400 TARRYTOWN, NY 10591	S# 5387	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5387) MIDDLESEX MALL 6851 HADLEY ROAD SOUTH PLAINFIELD, NJ	\$9,335.82
626	GEJ NEWBURGH LLC 120 WHITE PLAINS ROAD SUITE 110 C/O JUSTER DEVELOPMENT CO TARRYTOWN, NY 10591	S# 1236	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1236) CROSSROADS PLAZA SC 50 ROUTE 17K NEWBURGH, NY	\$6,746.14
627	GEMINI PROPERTY MANAGEMENT LLC 16740 BIRKDALE COMMONS PKWY SUITE 306 HUNTERSVILLE, NC 28078	S# 4529	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4529) THE GALLERIA 500 GALLERIA DR STE 128 JOHNSTOWN, PA	\$1,285.61
628	GENERAL GROWTH PROPERTIES INC. GREENWOOD MALL 110 N. WACKER DR. CHICAGO, IL 60606	S# 1346	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1346) GREENWOOD MALL 2625 SCOTTSVILLE RD BOWLING GREEN, KY	\$11,242.87
629	GENEVA SHOPPING CENTER LLC 414 EAGLE ROCK AVENUE SUITE 208 WEST ORANGE, NJ 07052	S# 6376	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6376) GENEVA CENTRE 311 HAMILTON STREET GENEVA, NY	\$2,035.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
630	GENTILLY LLC PO BOX 311240 ATTN: EDWARD BADOUH JR. NEW BRAUNFELS, TX 78131	S# 3935	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3935) 3143 GENTILLY BLVD NEW ORLEANS, LA	\$5,486.67
631	GEORGE BIRNBAUM 14359 ADDISON STREET SHERMAN OAKS, CA 91423	S# 542	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #542) RESEDA PLAZA 18201 SHERMAN WAY RESEDA, CA	\$4,166.67
632	GEORGE GUBENER PO BOX 25584 C/O HAWAIIAN PACIFIC MANAGEMENT HONOLULU, HI 96825-0584	S# 5380	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5380) 2713 HWY 281 NORTH MARBLE FALLS, TX	\$3,017.80
633	GEORGE HOLDINGS LAKE FOREST LLC 1109 QUAIL STREET C/O DWA SMITH & COMPANY INC NEWPORT BEACH, CA 92660-2705	S# 5444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5444) LAGUNA HILLS SHOPPING CENTER 24422 ROCKFIELD BLVD. LAKE FOREST, CA	\$6,946.00
634	GEORGETOWNE CENTER BROOKLYN LLC 35 - 11 35TH AVENUE C/O SHOLOM & ZUCKERBROT REALTY LLC LONG ISLAND CITY, NY 11106	S# 4326	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4326) GEORGETOWN SHOPPING CENTER 2135 RALPH AVE # 19 BROOKLYN, NY	\$18,642.59
635	GERARD B. ISAACS 5 THE MEWS SYOSSET, NY 11791	S# 3812	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3812) 5707-09 MYRTLE AVE RIDGEWOOD, NY	\$3,771.83
636	GF VALDOSTA MALL LLC C/O CBL & ASSOCIATES MANAGEMENT INC 2030 HAMILTON PLACE BLVD; SUITE 500 CBL CHATTANOOGA, TN 37421	S# 2803	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2803) COLONIAL MALL VALDOSTA 1700 NORMAN DR VALDOSTA, GA	\$8,073.60

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
637	GG RETAIL PROPERTIES LLC INCOME PROPERTIES OF RALEIGH INC 1049 DRESSER COURT RALEIGH, NC 27609-7323	S# 1606	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1606) RIVERS EDGE CENTRE 560 JACKSON BLVD ERWIN, NC	\$0.00
638	GG&A CENTRAL MALL PARTNERS LP 124 JOHNSON FERRY RD ATTN: ASSET MANAGER CENTRAL MALL - TEXAR ATLANTA, GA 30328	S# 2581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2581) CENTRAL MALL 119 CENTRAL MALL TEXARKANA, TX	\$3,934.25
639	GGP - MAINE MALL LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 5120	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5120) MAINE MALL 379 MAINE MALL SOUTH PORTLAND, ME	\$13,908.15
640	GGP ALA MOANA LLC 110 N WACKER DRIVE CHICAGO, IL 60606	S# 5044	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5044) ALA MOANA PLAZA 451 PIKOI STREET HONOLULU, HI	\$18,370.82
641	GGP GLENBROOK LLC - C/O GLENBROOK SQUARE 110 N WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 2693	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2693) GLENBROOKE SQUARE MALL 4201 COLDWATER RD FORT WAYNE, IN	\$22,190.56
642	GGP HOLDING II INC/GGP NORTH FASHION CENTER LP 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 5245	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5245) NORTHRIDGE FASHION CENTER 9301 TAMPA AVENUE NORTHRIDGE, CA	\$11,253.54
643	GGP JORDAN CREEK L.L.C. 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN. DEPT. CHICAGO, IL 60606	S# 972	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #972) JORDAN CREEK MALL 101 JORDAN CREEK PARKWAY WEST DES MOINES, IA	\$18,375.45

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
644	GGP MEADOWS MALL LP 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 5143	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5143) THE MEADOWS MALL 4300 MEADOWS LANE LAS VEGAS, NV	\$12,696.89
645	GGP STATEN ISLAND MALL LLC 110 N WACKER DRIVE C/O STATEN ISLAND MALL - PHASE I CHICAGO, IL 60606	S# 4833	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4833) STATEN ISLAND MALL 2655 RICHMOND AVENUE STATEN ISLAND, NY	\$32,812.24
646	GGP/HOMART INC - BRASS MILL CENTER LLC 110 N. WACKER DRIVE C/O GENERAL GROWTH-BRASS MILL INC CHICAGO, IL 60606	S# 5588	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5588) BRASS MILL CENTER 495 UNION ST WATERBURY, CT	\$13,779.80
647	GGP-FOUR SEASONS LLC 110 NORTH WACKER DRIVE C/O FOUR SEASONS TOWN CENTRE; ATTN: LAW/ CHICAGO, IL 60606	S# 5508	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5508) FOUR SEASONS TOWN CENTRE 328 FOUR SEASONS TOWN CENTRE GREENSBORO, NC	\$5,521.84
648	GGPLP REAL ESTATE INC C/O OGLETHORPE MALL LLC 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 3858	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3858) OGLETHORPE MALL 7804 ABERCORN EXT UNIT 36 SAVANNAH, GA	\$13,951.01
649	GGP-PROVIDENCE PLACE LLC C/O PROVIDENCE PLACE; ATTN: LAW/LEASE AD 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 5724	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5724) PROVIDENCE PLACE MALL 146 PROVIDENCE PLACE PROVIDENCE, RI	\$17,707.40
650	GGP-TUCSON MALL LLC SDS-12-2082 PO BOX 86 MINNEAPOLIS, MN 55486-2082	S# 2933	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2933) TUCSON MALL 4500 N ORACLE RD TUCSON, AZ	\$27,301.96

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651	GILLIAN BIGGS TRUSTEE FOR PASATIEMPO PARTNERSHIP 303 PARADISE DRIVE C/O GILLIAN BIGGS TIBURON, CA 94920	S# 5282	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5282) 2009 SOUTH PUEBLO BLVD PUEBLO, CO	\$3,500.00
652	GIV GREEN TREE MALL INVESTOR LLC 2030 HAMILTON PLACE BLVD STE 500 CBL CTR C/O CBL & ASSOCIATES MGMT INC CHATTANOOGA, TN 37421	S# 841	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #841) GREEN TREE MALL 757 E LEWIS AND CLARK PARKWAY CLARKSVILLE, IN	\$7,026.26
653	GK HOLIDAY VILLAGE LLC C/O GK DEVELOPMENT INC. 257 E. MAIN STREET SUITE 100 BARRINGTON, IL 60010	S# 1802	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1802) HOLIDAY VILLAGE S/C 1200 10TH AVE S GREAT FALLS, MT	\$4,593.26
654	GK PREFERRED INCOME II (RIDGMAR) SPE LLC & 1551 KINGSBURY PARTNERS SPE LLC 257 E MAIN STREET SUITE 100 BARRINGTON, IL 60010	S# 1164	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1164) RIDGMAR MALL 1822 GREEN OAKS RD FORT WORTH, TX	\$2,437.67
655	GLADYS I RANSOM TRUSTEE REVOCABLE LIVINGTRUST U/T/A DATED 2/16/2009 4580A LAUREL TREE ROAD BOYNTON BEACH, FL 33436	S# 6625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6625) 1790 N FEDERAL HWY POMPANO BEACH, FL	\$3,656.67
656	GLASER PROPERTIES MEMPHIS TWO LLC 520 THIRD STREET ATTN: ZHAVA GLASER BROOKLYN, NY 11215	S# 3177	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3177) WAL MART CENTER 7539 WINCHESTER RD MEMPHIS, TN	\$2,400.00
657	GLENWOOD PLAZA LLC 600 OLD COUNTRY ROAD SUITE 435 GARDEN CITY, NY 11530	S# 6342	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6342) GLENWOOD PLAZA 2090 GLENWOOD SHOPPING PLAZA ONEIDA, NY	\$682.15

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658	GLIMCHER MJC LLC 180 EAST BROAD STREET 21ST FLOOR C/O GLIMCHER PROPERTIES LIMITED PARTNERS COLUMBUS, OH 43215	S# 3946	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3946) MALL AT JOHNSON CITY 2011 N ROAN ST JOHNSON CITY, TN	\$2,250.00
659	GLIMCHER PROPERTIES LP C/O GLIMCHER REALTY TRUST 180 EAST BROAD STREET 21ST FLOOR COLUMBUS, OH 43215	S# 3397	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3397) INDIAN MOUND MALL 771 S 30TH ST SPACE #521 HEATH, OH	\$1,666.67
660	GMA PROPERTIES LLC PO BOX 408 NIAGARA FALLS, NY 14303	S# 6285	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6285) 2430 MILITARY ROAD NIAGARA FALLS, NY	\$0.00
661	GOLD COUNTRY SC LP 3333 NEW HYDE PARK RD SUITE 100 BOX 5020 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 5688	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5688) RALEY'S GOLD COUNTRY 777-1 S HWY 49 JACKSON, CA	\$5,775.26
662	GOLDEN MILE INVESTMENT COMPANY PO BOX 400937 LAS VEGAS, NV 89140	S# 4449	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4449) DATE PALM PLAZA CENTER 31375 DATE PALM DRIVE CATHEDRAL CITY, CA	\$5,250.00
663	GOLF PLAZA II S/C LLC C/O DIMUCCI DEVELOPMENT CORP. 285 W. DUNDEE RD. PALATINE, IL 60074	S# 2028	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2028) GOLF PLAZA II 1002 S ELMHURST RD MOUNT PROSPECT, IL	\$1,592.67
664	GOODWIND DEVELOPMENT CORPORATION MICRONESIA MALL 1088 W. MARINE DRIVE SUITE 214 DEDEDO, GU 96912	S# 4741	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE AGREEMENT (STORE #4741) MICRONESIA MALL 1088 W MARINE DR DEDEDO, GU	\$11,071.33

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
665	GORDON GROUP MISSOURI CITY LP 24335 MERLOTT RD HILLSBORO, OR 97123	S# 2048	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2048) 5950 STATE HWY 6 SUTIE F MISSOURI CITY, TX	\$4,270.49
666	GOSFORD AT PACHECO LLC C/O ROTHBART DEVELOPMENT CORPORATION 10990 WILSHIRE BLVD SUITE 1000 LOS ANGELES, CA 90024	S# 2954	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2954) GOSFORD VILLAGE 5041 GOSFORD ROAD BAKERSFIELD, CA	\$7,906.56
667	GOVERNOR'S SQUARE COMPANY 5577 YOUNGSTOWN -WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 1004	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1004) GOVERNORS SQUARE 2801 WILMA RUDOLPH BLVD CLARKSVILLE, TN	\$8,642.46
668	GOVERNOR'S SQUARE MALL LLC 110 NORTH WACKER DRIVE C/O GENERAL GROWTH CHICAGO, IL 60606	S# 4185	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4185) GOVERNOR'S SQUARE MALL 1500 APALACHEE PKY STE 1009 TALLAHASSEE, FL	\$8,480.78
669	GP-MILFORD REALTY TRUST C/O FIRST MERCHANTS GROUP ONE HARTFIELD BLVD. E. WINDSOR, CT 06088	S# 3480	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3480) MILFORD PLAZA 91 MEDWAY RD MILFORD, MA	\$3,886.66
670	GRAND CENTRAL PARKERSBURG LLC 180 EAST BROAD STREET 21ST FLOOR; ATTN: C/O GLIMCHER PROPERTIES LP COLUMBUS, OH 43215	S# 2674	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2674) GRAND CENTRAL MALL 285 GRAND CENTRAL MALL VIENNA, WV	\$2,083.33
671	GRAND FAMILY TRUST STEPHEN GRAND TRUSTEE 26 CRESTA VERDA RANCHO MIRAGE, CA 92270	S# 4892	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4892) 1071 NORTH COLLINS STREET ARLINGTON, TX	\$619.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
672	GRAND FORKS ASSOCIATES LP 14 N PEORIA STREET SUITE 3F C/O SPATZ CENTERS CHICAGO, IL 60607	S# 4191	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4191) FESTIVAL MARKET SC 2851 32ND AVE S GRAND FORKS, ND	\$2,000.00
673	GRAND RIVER-3 ASSOCIATES C/O FARBMAN MANAGEMENT GROUP 28400 NORTHWESTERN HWY 4TH FLOOR SOUTHFIELD, MI 48034	S# 2557	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2557) 15320 GRAND RIVER AVE DETROIT, MI	\$0.00
674	GRAND TETON MALL LLC 110 NORTH WACKER DRIVE C/O GGPLP LLC CHICAGO, IL 60606	S# 2573	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2573) GRAND TETON MALL 2300 E 17TH ST IDAHO FALLS, ID	\$6,910.08
675	GRAND TRAVERSE MALL LLC ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036	S# 4336	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4336) GRAND TRAVERSE MALL 3200 S AIRPORT RD WEST TRAVERSE CITY, MI	\$7,787.93
676	GRAPEVINE MILLS MALL LIMITED PARTNERSHIP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5593	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5593) GRAPEVINE MILLS 3000 GRAPEVINE MILLS PKWY GRAPEVINE, TX	\$11,848.31
677	GRAY ENTERPRISES L.P. 2200 HARBOR BLVD SUITE B-170 COSTA MESA, CA 92627	S# 4510	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4510) K-MART PLAZA SHOPPING CENTER 2200 HARBOR BLVD COSTA MESA, CA	\$5,215.66
678	GREELEY MALL CO LLC 9103 ALTA DRIVE SUITE 204 ATTN: MOONBEAM CAPITAL INVESTMENTS LLC LAS VEGAS, NV 89145	S# 1812	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1812) GREELEY MALL 1952 GREELEY MALL GREELEY, CO	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
679	GREEN MOUNT CROSSING LLC 11850 STUDDT ST. LOUIS, MO 63141	S# 815	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #815) 3640 GREEN MOUNT CROSSING DRIVE SUITE 109 SHILOH, IL	\$5,083.84
680	GREENBRIER MALL II LLC C/O CBL & ASSOCIATES MANAGEMENT INC 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421	S# 1344	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1344) GREENBRIER MALL 1401 GREENBRIER PKY CHESAPEAKE, VA	\$7,950.51
681	GREENBRIER MARKETCENTER 8080 PARK LANE SUITE 800 C/O CBRE INC DALLAS, TX 75231	S# 2676	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2676) GREENBRIER MARKET CENTER 1328 GREENBRIER PARKWAY CHESAPEAKE, VA	\$530.00
682	GREENWAY PLAZA LLC C/O COMBINE PROPERTIES INC 1025 THOMAS JEFFERSON STREET NW SUITE 70 WASHINGTON, DC 20007-5201	S# 2899	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2899) GREENWAY CENTER 7567 GREENBELT RD GREENBELT, MD	\$6,356.21
683	GREENWOOD PARK MALL LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 1769	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1769) GREENWOOD PARK MALL 1251 US HIGHWAY 31 N GREENWOOD, IN	\$17,421.91
684	GROVE CITY FACTORY SHOPS LP 105 EISENHOWER PARKWAY C/O PREMIUM OUTLETS-SIMON PROPERTY GROUP ROSELAND, NJ 07068	S# 1549	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1549) GROVE CITY PREMIUM OUTLETS 1911 LEESBURG GROVE CITY RD GROVE CITY, PA	\$7,581.70
685	GS PACIFIC ER LLC C/O PACIFIC RETAIL CAPITAL PARTNERS - AT 100 N SEPULVEDA BOULEVARD SUITE 1925 EL SEGUNDO, CA 90245	S# 2871	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2871) EASTRIDGE MALL 2200 EASTRIDGE LOOP SAN JOSE, CA	\$22,899.38

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
686	GSC PROPERTIES INC 650 LUNKEN PARK DRIVE ATTN: MIKE ROHRKEMPER CINCINNATI, OH 45226	S# 4544	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4544) MIDPOINTE CENTER 2910 TOWNE BLVD MIDDLETOWN, OH	\$6,743.54
687	GTG ASSOCIATES / TENANTS IN COMMON 2708 WILSHIRE BLVD SUITE 465 SANTA MONICA, CA 90403	S# 3392	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3392) 639 N MAIN PO BOX 13812 SAN LUIS, AZ	\$4,800.00
688	GTM DEVELOPMENT LTD 2201 I-35E SOUTH C/O GOLDEN TRIANGLE MALL; ATTN: MALL MAN DENTON, TX 76205	S# 3229	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3229) GOLDEN TRIANGLE MALL 2201 I 35 EAST DENTON, TX	\$4,623.46
689	GUION GREGG III TRUSTEE OF THE GREGG CHILDREN'S PROPERTY TRUST UAD NOVEMBER 162012 3838 OAK LAWN AVENUE SUITE 1416 DALLAS, TX 75219	S# 1037	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1037) 1316 PRECINCT LINE RD HURST, TX	\$3,229.20
690	GULF MANAGEMENT CO. P.O. BOX 386 GREAT NECK, NY 11022	S# 3802	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3802) 1167 LIBERTY AVE BROOKLYN, NY	\$125.00
691	GULF VIEW SQUARE LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1499	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1499) GULF VIEW SQUARE 9409 US HIGHWAY 19 PORT RICHEY, FL	\$4,322.89
692	GWINNETT PLACE MALL GA LLC 9103 ALTA DRIVE SUITE 204 C/O MOONBEAM CAPITAL INVESTMENTS LLC LAS VEGAS, NV 89145	S# 3954	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3954) GWINNETT PLACE MALL 2100 PLEASANT HILL RD DULUTH, GA	\$1,758.74

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
693	H.H. BROWN SHOE COMPANY, INC ATTN: JAMES ISSLER 124 WEST PUTNAM AVENUE GREENWICH, CT 06830	72228	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSE AGREEMENT	\$0.00
694	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72327	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT AND EXTENSION OF OPTION TO LICENSE AGREEMENT AMENDMENT EXTENDS THE TIME TO RENEW TO 8/5/14	\$0.00
695	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72318	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT AND EXTENSION TO LICENSE AGREEMENT AMENDS TERM, ROYALTIES, TM PROSECUTION WORK	\$0.00
696	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72322	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT	\$0.00
697	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72326	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS TERRITORY AND RESTATES THE AMENDMENT DATED 11/2/2012 RE INDIA TERRITORY	\$0.00
698	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72323; 72324; 72325	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS TERRITORY FOR USING TM	\$0.00
699	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	72320; 72321	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO LICENSE AGREEMENT AMENDS TO EXPAND TERRITORY FOR USING TM	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
700	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55942	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/01/2012	\$0.00
701	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55946	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 01/01/2010	\$0.00
702	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55951	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 03/13/2017	\$0.00
703	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55954	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/24/2010	\$0.00
704	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55956	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/25/2007	\$0.00
705	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55958	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 06/25/2007 PLUS AMENDMENTS	\$0.00
706	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55961	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 11/02/2012	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
707	H.H. BROWN SHOE COMPANY, INC. AND DEXTER SHOE COMPANY ATTN: JAMES ISSLER 124 W. PUTNAM AVE. GREENWICH, CT 06830	55963	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT REVISED AGREEMENT DATED 04/15/2009	\$0.00
708	H/S FLORENCE LLC C/O HULL PROPERTY GROUP LLC 1190 INTERSTATE PARKWAY AUGUSTA, GA 30909	S# 4418	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4418) REGENCY SQUARE MALL 301 COX CREEK PKY FLORENCE, AL	\$1,196.26
709	HALPERN PROPERTIES LLC 5200 ROSWELL ROAD C/O HALPERN ENTERPRISES INC ATLANTA, GA 30342	S# 1077	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1077) CARROLLTON SC 1305 S PARK ST CARROLLTON, GA	\$0.00
710	HAMILTON MALL LLC C/O KRAVCO COMPANY LLC ATTN: LEGAL DEPT 234 MALL BOULEVARD KING OF PRUSSIA, PA 19406-2954	S# 1127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1127) HAMILTON MALL 4403 BLACK HORSE PIKE MAYS LANDING, NJ	\$6,335.79
711	HAMILTON TC LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON INDIANAPOLIS, IN 46204	S# 1639	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1639) HAMILTON TOWN CENTER 14002 HOARD DR NOBLESVILLE, IN	\$4,750.67
712	HAMSTRA NORTH RIDGE CENTER LLC VENTURE 3841 LLC 12028 N 200 WEST WHEATFIELD, IN 46392	S# 3345	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3345) NORTH RIDGE SHOPPING CENTER 7796 E 37TH AVE HOBART, IN	\$0.00
713	HARFORD MALL BUSINESS TRUST C/O CBL & ASSOCIATES PROPERTIES 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421	S# 4542	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4542) HARFORD MALL 680 BEL AIR RD BEL AIR, MD	\$12,674.70

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
714	HARLAN D. AND MAXINE H. DOUGLASS EAST 815 ROSEWOOD SPOKANE, WA 99208	S# 4368	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4368) 1034 NORTH STRATFORD RD MOSES LAKE, WA	\$0.00
715	HARMAN REALTY BROOKLYN LLC 958 E 9TH STREET ATTN: RICHARD SENIOR BROOKLYN, NY 11230	S# 4370	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4370) 6715 18TH AVE BROOKLYN, NY	\$9,000.00
716	HARMON FAMILY LLC C/O DWELL UTAH REAL ESTATE 99 N FOXHILL ROAD NORTH SALT LAKE, UT 84054	S# 1485	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1485) 5670 W 3500 S WEST VALLEY CITY, UT	\$0.00
717	HARRISBURG MALL LP C/O ST JOHN PROPERTIES INC 2560 LORD BALTIMORE DRIVE BALTIMORE, MD 21244	S# 3498	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3498) HARRISBURG MALL 3421 HARRISBURG MALL HARRISBURG, PA	\$760.11
718	HARTMAN RICHARDSON HEIGHTS PROPERTIES INC 8111 LBJ FREEWAY SUITE 130 C/O HARTMAN INCOME REIT DALLAS, TX 75251	S# 3854	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3854) RICHARDSON HEIGHTS VILLAGE 100 S. CENTRAL EXPRESSWAY RICHARDSON, TX	\$6,766.15
719	HAT #1 LLC 6591 W. CENTRAL AVENUE SUITE 100 C/O TOLSON ENTERPRISES TOLEDO, OH 43617	S# 6186	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6186) TOLEDO COMMONS / SMALL SHOPS 3015 GLENDALE AVE TOLEDO, OH	\$2,634.33
720	HAWTHORN LP 8750 N CENTRAL EXPY SUITE 1740 C/O CENTENNIAL REAL ESTATE MANAGEMENT LL DALLAS, TX 75231	S# 3201	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3201) 229 HAWTHORN CENTER VERNON HILLS, IL	\$7,576.60

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721	HAYDAY INC. P.O BOX 350940 MIAMI, FL 33135-0940	S# 2827	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2827) CENTRAL PLAZA 3717 NW 7TH ST MIAMI, FL	\$17,475.83
722	HC LAKESHORE LLC C/O JONES LANG LASALLE AMERICAS INC 204-C WEST WOODLAWN ROAD CHARLOTTE, NC 28217	S# 4018	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4018) LAKESHORE MALL 901 US WEST 27 SEBRING, FL	\$3,457.08
723	HENDERSON-PROSPECT PARTNERS LP 17671 IRVINE BOULEVARD SUITE 204 TUSTIN, CA 92680	S# 4005	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4005) PORTERVILLE S C 1311 WEST HENDERSON SPACE A-2 PORTERVILLE, CA	\$6,573.75
724	HENDON GOLDEN EAST LLC 3445 PEACHTREE ROAD NE SUITE 465 TWO LIVE OAK CENTER ATLANTA, GA 30326	S# 3983	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3983) GOLDEN EAST CROSSING 1100 N WESLEYAN BLVD ROCKY MOUNT, NC	\$0.00
725	HERITAGE PROPERTIES 1805 LLOYD STREET SUITE 1B BELLEVUE, NE 68005	S# 2169	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2169) FREMONT PLAZA 845 E 23RD ST FREMONT, NE	\$0.00
726	HG GALLERIA LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3736	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3736) THE GALLERIA II 5061 WESTHEIMER RD HOUSTON, TX	\$27,230.61
727	HH CONYERS CROSSROADS LLC 3445 PEACHTREE ROAD NE SUITE 465 C/O HENDON PROPERTIES LLC; ATTN: J. CHAR ATLANTA, GA 30326	S# 4745	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4745) CONYERS CROSSROADS 1620 DOGWOOD DR CONYERS, GA	\$4,452.51

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728	HIGH NOB-RANGELINE LLC PO BOX 36799 C/O COLLETT & ASSOCIATES CHARLOTTE, NC 36799	S# 1648	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1648) TILLMANS CORNERS 5300 HALLS MILL RD MOBILE, AL	\$4,288.96
729	HILLSBORO PARTNERS LLC 3333 NEW HYDE PARK RD STE 100; P O BOX 5 C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 4294	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4294) HILLSBOROUGH PROMENADE 315 ROUTE 206 HILLSBOROUGH, NJ	\$7,001.89
730	HILLSIDE PLAZA LLC 16 CARRIAGE TRAIL BELLE MEAD, NJ 08502	S# 6420	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6420) HILLSIDE PLAZA 711 SCRANTON CARBONDALE HWY EYNON, PA	\$8,281.15
731	HINESVILLE CENTER LLC C/O BEN TOBIN COMPANIES 1101 BEN TOBIN DRIVE HOLLYWOOD, FL 33021	S# 414	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #414) CROSSROADS PLAZA 519 OGLETHORPE HWY HINESVILLE, GA	\$2,486.25
732	HIXSON MALL LLC 2030 HAMILTON PLACE BOULEVARD/CBL CENTER C/O CBL & ASSOCIATES MANAGEMENT INC CHATTANOOGA, TN 37421-6000	S# 485	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #485) NORTHGATE MALL 218 NORTHGATE MALL CHATTANOOGA, TN	\$6,126.10
733	HJN FAMILY LLC 9316 E HARVARD AVENUE C/O JUDITH A JOSEPH DENVER, CO 80232	S# 2228	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2228) 760 W VALENCIA RD TUCSON, AZ	\$3,966.75
734	HMC DYSART LLC 5040 E. SKY DESERT LANE SCOTTSDALE, AZ 85253	S# 1019	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1019) AVONDALE SC 1450 N DYSART RD AVONDALE, AZ	\$3,089.99

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735	HMVP HILLTOP INC 1401 1/2 SOLANO STREET C/O KNORR MANAGEMENT INC CORNING, CA 96021	S# 1348	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1348) HILLTOP CENTER 1611 HILLTOP DR STE A REDDING, CA	\$0.00
736	HNC CAPITAL LLC C/O KERAMOS LLC PO BOX 220257 BROOKLYN, NY 11222	S# 4595	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4595) 117-08 LIBERTY AVE JAMAICA, NY	\$21,628.75
737	HOLLY PLAZA LLC 2055 DRISCOLL DRIVE C/O THOMAS SCHUVEILLER RENO, NV 89509	S# 5572	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5572) CHERRY PLAZA 108 EAST FAIRVIEW AVE MERIDIAN, ID	\$1,452.40
738	HOLLYWOOD RETAIL VENTURES LLC 222 E 11TH AVENUE COLUMBUS, OH 43201	S# 6451	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6451) 4089 W BROAD STREET COLUMBUS, OH	\$3,663.61
739	HOLMDEL TOWNE CENTER LLC C/O KIMCO REALTY 3333 NEW HYDE PARK ROAD SUITE 100 BOX 50 NEW HYDE PARK, NY 11042-0020	S# 5022	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5022) HOLMDEL TOWNE CENTER 2107 HWY 35 HOLMDEL, NJ	\$4,931.45
740	HOLYOKE MALL COMPANY L.P. THE CLINTON EXCHANGE FOUR CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 5051	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5051) HOLYOKE MALL 50 HOLYOKE ST HOLYOKE, MA	\$12,188.41
741	HOLZMAN GROUP LTD 1655 FM 802 SUITE 207 ATTN: HARRY HOLZMAN PRESIDENT/GENERAL P BROWNSVILLE, TX 78521	S# 3502	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3502) 1158 E ELIZABETH ST BROWNSVILLE, TX	\$3,595.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
742	HOME ELITE LTD & 69 ST ASSOC LP 491 OLD YORK INC SUITE 200 JENKINTOWN, PA 19046	S# 6415	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6415) 230 S 69TH ST UPPER DARBY, PA	\$5,286.67
743	HONEY CREEK MALL LLC C/O CBL & ASSOCIATES MANAGEMENT 3401 SOUTH US HWY 41 SUITE J27 TERRE HAUTE, IN 47802	S# 3989	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3989) HONEY CREEK MALL 3401 HWY 41 S TERRE HAUTE, IN	\$2,296.67
744	HOOD COMMONS BSD LLC C/O MADISON PROPERTIES; ATTN: PROPERTY M 3611 14TH AVENUE SUITE 552 BROOKLYN, NY 11218	S# 1032	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1032) HOOD COMMONS 55 CRYSTAL AVE DERRY, NH	\$3,198.74
745	HOOVER MALL LIMITED LLC - C/O RIVERCHASE GALLERIA 110 N WACKER DR ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 4935	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4935) RIVERCHASE GALLERIA 2000 RIVERCHASE GALLERIA HOOVER, AL	\$13,216.89
746	HOWARD M EVANS TRUSTEE ET AL 65 HIGHWAY ONE C/O A.J. LOUIS CORPORATION CARMEL, CA 93923-9725	S# 4039	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4039) COACHELLA PLAZA 50057 HARRISON ST # 4 COACHELLA, CA	\$5,650.97
747	HPRI-WACO CENTERS LP 3600 NORTH CAPITAL OF TEXAS HIGHWAY BUILDING B SUITE 250 AUSTIN, TX 78746	S# 263	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #263) BOSQUE AT WOODED ACRES 5201 BOSQUE DRIVE WACO, TX	\$3,927.00
748	HT WEST END LLC C/O SKYLINE SEVEN REAL ESTATE 5825 GLENRIDGE DR BLDG 1 SUITE 206 ATLANTA, GA 30319	S# 2325	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2325) THE MALL WEST END 861 RALPH DAVID ABERNATHY BLVD SW ATLANTA, GA	\$2,961.12

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
749	HUDSON ASSOCIATES LIMITED PARTNERSHIP WELLS FARGO CENTER 3601 S BRUNO STREET PHILADELPHIA, PA 19148	S# 1107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1107) HUDSON MALL ROUTE 440 JERSEY CITY, NJ	\$12,720.66
750	HUH DI/OCP CROSSLANDS LLC C/O THE HAMPSHIRE COMPANIES 22 MAPLE AVE; ATTN: MARK S ROSEN MORRISTOWN, NJ 07960	S# 4629	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4629) THE CROSSLANDS AT OSCEOLA PARKWAY 608 CENTERVIEW BLVD KISSIMMEE, FL	\$2,086.19
751	HULEN MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN. DEPT. CHICAGO, IL 60606	S# 3806	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3806) HULEN MALL 4800 S HULEN ST STE 102 FORT WORTH, TX	\$4,615.10
752	HUNTER RETAIL CENTER LLC 31000 NORTHWESTERN HWY SUITE #200 C/O KEYSTONE COMMERCIAL REAL ESTATE LLC FARMINGTON HILLS, MI 48334	S# 448	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #448) WESTLAND PLAZA 6629 N WAYNE RD WESTLAND, MI	\$2,000.00
753	HUNTINGTON MALL COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 2561	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2561) HUNTINGTON MALL EXIT 20B INTERSTATE 64 UNIT 217 BARBOURSVILLE, WV	\$5,429.08
754	HYMAN FAMILY TRUST 3625 E THOUSAND OAKS BLVD SUITE 325 WESTLAKE VILLAGE, CA 91362	S# 1805	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1805) BUTTE PLAZA 3100 HARRISON AVE BUTTE, MT	\$655.06
755	HZD PROPERTY OWNER LLC 40 SKOKIE BOULEVARD SUITE 610 C/O PINE TREE COMMERCIAL REALTY LLC NORTHBROOK, IL 60062	S# 6473	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6473) TARGET PLAZA 8901 NE HAZEL DELL AVENUE VANCOUVER, WA	\$3,250.00

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756	I & R LLC 19562 VENTURA BLVD SUITE 220 TARZANA, CA 91356	S# 2908	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2908) SOUTH GATE SC 3848 TWEEDY BLVD SOUTH GATE, CA	\$3,250.00
757	IA BATON ROUGE SIEGEN LLC 2809 BUTTERFIELD ROAD SUITE 200 C/O INVESTMENT PROPERTY MGMT LLC; ATTN P OAK BROOK, IL 60523	S# 4441	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4441) SIEGEN PLAZA 6841 SIEGEN LANE BATON ROUGE, LA	\$4,660.84
758	IA DENVER QUEBEC SQUARE LLC 2809 BUTTERFIELD ROAD SUITE 200; ATTN: P C/O INVENTRUST PROPERTY MANAGEMENT LLC OAK BROOK, IL 60523	S# 3089	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3089) QUEBEC SQUARE 7306 EAST 36TH AVENUE DENVER, CO	\$6,681.67
759	IA GARNER WHITE OAK LLC 2809 BUTTERFIELD ROAD SUITE 200 C/O INVENTRUST PROPERTY MGMT LLC; ATTN: OAK BROOK, IL 60523	S# 4110	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4110) WHITE OAK CROSSING 175 SHENSTONE BLVD GARNER, NC	\$5,660.88
760	IA GREELEY CENTERPLACE LLC C/O INVENTRUST PROPERTY MANAGEMENT LLC B 2809 BUTTERFIELD ROAD SUITE 200; ATTN: P OAK BROOK, IL 60523	S# 2428	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2428) CENTERPLACE OF GREELEY 4530 CENTERPLACE DRIVE GREELEY, CO	\$7,163.41
761	IA HIRAM SMITH LLC 2809 BUTTERFIELD ROAD SUITE 200 ATTN: PR C/O INVENTRUST PROPERTY MANAGEMENT LLC B OAK BROOK, IL 60523	S# 4746	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4746) HIRAM PAVILLION 5140 JIMMY LEE SMITH PKWY HIRAM, GA	\$5,871.72
762	IA HOUSTON NORTHWEST LIMITED PARTNERSHIP 2809 BUTTERFIELD ROAD SUITE 200 ATTN: PR C/O INVENTRUST PROPERTY MANAGEMENT LLC B OAK BROOK, IL 60523	S# 3206	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3206) NORTHWEST MARKET PLACE 13754 NORTHWEST FREEWAY HOUSTON, TX	\$7,429.44

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763	IA MCKINNEY TOWNE CROSSING LIMITED PARTNERSHIP 2809 BUTTERFIELD ROAD SUITE 200 C/O INVENTRUST PROPERTY MGMT LLC; ATTN: OAK BROOK, IL 60523	S# 331	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #331) MCKINNEY TOWNE CROSSING 8720 STATE HIGHWAY 121 MCKINNEY, TX	\$7,734.37
764	IA MONROE POPLIN LLC C/O INVENTRUST PROPERTY MGMT LLC #44648 2809 BUTTERFIELD ROAD SUITE 200; ATTN: P OAK BROOK, IL 60523	S# 3009	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3009) POPLIN PLACE 2897 WEST HIGHWAY 74 MONROE, NC	\$6,046.96
765	IA OKLAHOMA CITY ROCKWELL LLC C/O INVENTRUST PROPERTY MGMT LLC; ATTN: 2809 BUTTERFIELD ROAD SUITE 200 OAK BROOK, IL 60523	S# 2037	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2037) ROCKWELL PLAZA 7228 NORTHWEST HIGHWAY OKLAHOMA CITY, OK	\$3,581.43
766	IA SAN ANTONIO WESTOVER LLC C/O INVENTRUST PROPERTY MGMT LLC ATTN: P 2809 BUTTERFIELD ROAD SUITE 200 OAK BROOK, IL 60523	S# 3715	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3715) WESTOVER PLACE SHOPPING CENTER 8219 STATE HIGHWAY 151 SAN ANTONIO, TX	\$7,801.34
767	IA SAN ANTONIO WOODLAKE LIMITED PARTNERSHIP C/O INVENTRUST PROPERTY MGMT LLC ATTN: P 2809 BUTTERFIELD ROAD OAK BROOK, IL 60523	S# 3733	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3733) WOODLAKE CROSSING 6230 WOOD GLEN DRIVE SAN ANTONIO, TX	\$3,103.34
768	IA TULSA 71ST LLC 2809 BUTTERFIELD ROAD SUITE 200; ATTN: P C/O INVENTRUST PROPERTY MANAGEMENT LLC # OAK BROOK, IL 60523	S# 1873	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1873) TULSA HILLS SHOPPING CENTER 7323 S OLYMPIA AVE TULSA, OK	\$5,845.65
769	IDX CORPORATION IDX CORPORATION ATTENTION: GENERAL COUNSEL ONE RIDER TRAIL PLAZA DRIVE SUITE 400 EARTH CITY, MO 63045	56197	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT AND SERVICES ADDENDUM DATED 07/09/2015	\$0.00

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770	IMANI EDUCATION CIRCLE CHARTER SCHOOL 115 PHEASANT RUN SUITE 210 C/O OMNIVEST PROPERTIES/MANAGEMENT LLC NEWTOWN, PA 18940	S# 2575	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2575) 112 W CHELTEN AVE PHILADELPHIA, PA	\$3,051.89
771	IMI JEFFERSON POINTE LLC 5750 OLD ORCHARD ROAD SUITE 400 C/O MILLER CAPITAL ADVISORY SKOKIE, IL 60077	S# 4051	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4051) JEFFERSON POINTE MALL 4150 W JEFFERSON BLVD FORT WAYNE, IN	\$2,299.71
772	IMPERIAL VALLEY MALL II LP 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES CHATTANOOGA, TN 37421-6000	S# 2043	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2043) IMPERIAL VALLEY MALL 3451 S DOGWOOD AVE EL CENTRO, CA	\$8,332.71
773	INDIAN RIVER SC PARTNERS LTD 14001 DALLAS PARKWAY 11TH FLOOR C/O HENRY S MILLER REALTY MGMT LLC DALLAS, TX 75240	S# 1241	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1241) INDIAN RIVER SHOPPING CENTER 3661 SANGANI BLVD DIBERVILLE, MS	\$1,163.33
774	INDIAN VALLEY PLAZA INC C/O CASTO ATTN: LEGAL DEPT/LEASING 250 CIVIC CENTER DRIVE SUITE 500 COLUMBUS, OH 43215	S# 5262	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5262) ENTERPRISE PLAZA SHOPPING CENTER 6140 UNIVERSITY HUNTSVILLE, AL	\$4,401.56
775	INFANTERIA SHOPPING CENTER LLC C/O COMMERCIAL CENTERS MANAGEMENT REALTY 1498 ROOSEVELT AVE SUITE 201 PO BOX 3629 SAN JUAN, PR 00936-2983	S# 4156	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4156) 65TH INFANTRY SHOPPING CENTER AVE 65 INFANTERIA SPACE 15 SAN JUAN, PR	\$2,403.55
776	INTERNATIONAL CENTER INC. 100 SAVANNAH SUITE 650 MCALLEN, TX 78503	S# 2625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2625) DON JOSE PLAZA 400 SOUTH INTERNATIONAL BLVD HIDALGO, TX	\$4,289.83

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777	INVERSIONES JOSELYMARI S.E. PEREZ HERMANOS PLAZA P.O. BOX 2080 CAYEY, PR 00737	S# 4245	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4245) PEREZ HERMANOS PLAZA 4007 AVE JESUS T PINERO CAYEY, PR	\$7,623.91
778	IPS NEILSON SQUARE 1873 S BELLAIRE ST SUITE 500 C/O PRIME WEST REAL ESTATE SERVICES INC DENVER, CO 80222	S# 2443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2443) NEILSON SQUARE 3514 W GARRIOTT RD ENID, OK	\$0.00
779	IRC DEER TRACE LLC C/O IRC RETAIL CENTERS; REAL ESTATE INVE 814 COMMERCE DRIVE SUITE 300 OAKBROOK, IL 60523	S# 918	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #918) DEER TRACE PLAZA 4097 STATE HWY 28 SHEBOYGAN FALLS, WI	\$6,120.91
780	IRC STONE CREEK LLC C/O IRC RETAIL CENTERS; ATTN: PRESIDENT 814 COMMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	S# 3579	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3579) STONE CREEK TOWNE CENTER 3657 STONE CREEK BLVD CINCINNATI, OH	\$8,968.25
781	IRVINE COMPANY RETAIL PROPERTIES 101 INNOVATION DRIVE IRVINE, CA 92617	S# 6106	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6106) CROSSROADS CENTER 3800 BARRANCA PARKWAY IRVINE, CA	\$4,898.78
782	ISLA DEL SOL ASSOCIATES LTD C/O BAYWAY PROPERTIES MGMT LLC; ATTN: PR PO BOX 18384 TAMPA, FL 33679	S# 206	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #206) 1801 JAMES L REDMAN PKWY PLANT CITY, FL	\$4,886.63
783	J & S TELLERMAN LLC 5810 BERGENLINE AVENUE WEST NEW YORK, NJ 07093	S# 2464	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2464) 5808 BERGENLINE AVE WEST NEW YORK, NJ	\$14,420.00

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784	J EVANS FAMILY PARTNERSHIP-KNOX LTD C/O SUNWEST REAL ESTATE GROUP PO BOX 803289 DALLAS, TX 75380-3289	S# 3135	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3135) SKILLMAN TOWNE CROSSING 6751 ABRAMS RD STE 100 DALLAS, TX	\$8,947.82
785	J. W. RICH INVESTMENT COMPANY 1000 N. WESTERN AVENUE SUITE 200 SAN PEDRO, CA 90732	S# 515	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #515) 640 S GAFFEY ST SAN PEDRO, CA	\$3,000.00
786	J.L.J. ASSOCIATES 801 ROOSEVELT AVE. CARTERET, NJ 07008	S# 5443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5443) 762 ROOSEVELT AVE CARTERET, NJ	\$1,166.67
787	JACK C. HUTCHINSON TRUSTEE 608 COLUMBIA AVENUE HOLLAND, MI 49423	S# 728	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #728) 29821 FORD RD GARDEN CITY, MI	\$3,500.00
788	JACKIE JEE YOUNG HWANG & JAE CHAN LEE & CHIN CHU KIM 42719 EVERGLADES PARK DRIVE C/O PINIX PROPERTY MANAGEMENT FREMONT, CA 94538	S# 2342	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2342) 3410 INTERNATIONAL OAKLAND, CA	\$7,486.00
789	JACKSONVILLE MEDICAL PLAZA LLC 2929 E COMMERCIAL BLVD SUITE 302 C/O PHOENIX REAL ESTATE GROUP INC; ATTN: FORT LAUDERDALE, FL 33308	S# 938	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #938) MEMORIAL HEALTH CARE PLAZA 3997 UNIVERSITY BLVD S JACKSONVILLE, FL	\$4,968.60
790	JACKSONVILLE REGIONAL CENTER LLC AND JACKSONVILLE DUNNE REALTY LLC 150 GREAT NECK ROAD SUITE 304; C/O NAMDA GREAT NECK, NY 11021	S# 3117	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3117) JACKSONVILLE REGIONAL S/C 3000 DUNN AVE JACKSONVILLE, FL	\$0.00

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791	JADE WOODLAND LLC ATTN: JESSIE TAING 4943 N BROAD STREET PHILADELPHIA, PA 19141	S# 2679	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2679) 6233 WOODLAND AVE # 35 PHILADELPHIA, PA	\$0.00
792	JAMES S BILLUPS III TRUSTEE OF THE JAMES S. BILLUPS III 1996 TRUST NO. 1 4040 BROADWAY SUITE 603 - C/O JSB III MA SAN ANTONIO, TX 78209	S# 3774	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3774) ATASCOSA MARKET 2087 W OAKLAWN PLEASANTON, TX	\$3,616.66
793	JAMESTOWN SOUTH SHORE CENTER LP C/O JAMESTOWN URBAN MANAGEMENT LP 675 PONCE DE LEON AVENUE NE; 7TH FLOOR ATLANTA, GA 30308	S# 1429	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1429) ALAMEDA SOUTH SHORE CENTER 2202 J SOUTH SHORE CENTER ALAMEDA, CA	\$2,280.00
794	JANAF SHOPPING CENTER LLC 320 NORTH MAIN STREET SUITE 200 ATTN: MATT MASON ANN ARBOR, MI 48104	S# 1465	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1465) JANAF SHOPPING CENTER 5900 E VIRGINIA BEACH BLVD UNIT 26 NORFOLK, VA	\$9,609.63
795	JANE GOLDMAN ALLAN GOLDMAN AND LOUISA LITTLE AND CDC NEWARK ASSOC PARTNERSHIP C/O JENEL MANAGEMENT CORPORATION 275 MADISON AVENUE SUITE 1100 NEW YORK, NY 10016	S# 460	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #460) 733 BROAD ST NEWARK, NJ	\$14,775.02
796	JASAN LLC 185 SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431-4230	S# 6236	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6236) 1963 STATE RD CUYAHOGA FALLS, OH	\$1,030.00
797	JAYNIE HAKEEM 1212 DASKALOS DRIVE NE ALBUQUERQUE, NM 87123	S# 4517	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4517) 360 EUBANK BLVD NE ALBUQUERQUE, NM	\$5,200.00

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798	JEFFERSON MALL CMBS LLC - C/O CBL & ASSOCIATES MANAGEMENT INC 2030 HAMILTON PLACE BLVD CBL CENTER SUIT ATTN: GENERAL COUNSEL CHATTANOOGA, TN 37421-6000	S# 3783	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3783) JEFFERSON MALL 4801 OUTER LOOP LOUISVILLE, KY	\$6,475.96
799	JEYO LLC 2257 71ST AVENUE SE MERCER ISLAND, WA 98040	S# 4492	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4492) 31853 PACIFIC HWY S FEDERAL WAY, WA	\$3,969.15
800	JG ELIZABETH II LLC C/O SIMON PROPERTY 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46504	S# 5789	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5789) THE MILLS AT JERSEY GARDENS 651 KAPKOWSKI RD ELIZABETH, NJ	\$5,971.47
801	JG WINSTON-SALEM LLC CBL & ASSOCIATES MANAGEMENT INC. CBL CENTERSUITE 500/2030 HAMILTON PLACE CHATTANOOGA, TN 37421-6000	S# 71	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #71) HANES MALL 3320 SILAS CREEK PARKWAY WINSTON SALEM, NC	\$7,719.49
802	JHR HOLDINGS LLC C/O BROOKSIDE PROPERTIES INC 2002 RICHARD JONES ROAD SUITE C200 NASHVILLE, TN 37215	S# 969	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #969) PERIMETER OAKS SHOPPING CENTER 3268 INNER PERIMETER RD VALDOSTA, GA	\$4,248.32
803	JKS-MARSHALL LP 4727 WILSHIRE BLVD SUITE 610 LOS ANGELES, CA 90010	S# 1524	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1524) BEST MARSHALL PLAZA 721 W 2ND ST STE A SAN BERNARDINO, CA	\$1,500.00
804	JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	56301	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT TO THE MASTER PURCHASE AGREEMENT DATED 12/29/2014	\$385,972.18

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805	JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	54842	PAYLESS SHOESOURCE WORLDWIDE, INC.	QUOTE #006421 DATED 07/13/2016	\$0.00
806	JOAN M DAHLE TRUST 5493 COTTONWOOD CLUB DRIVE HOLLADAY, UT 84117	S# 4349	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4349) 720 N MAIN ST TOOELE, UT	\$3,166.67
807	JOCEE REALTY CORPORATION P.O. BOX 77 ALLENHURST, NJ 07711-0077	S# 4459	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4459) 1432 ROCKAWAY PKY BROOKLYN, NY	\$15,547.35
808	JOCHI INVESTMENTS LLC RED INVESTMENTS CORP HUNDRED FIRES LTD 106 SATSUMA DRIVE C/O AMERICAN PLAZA GROUP LLC ALTAMONTE SPRINGS, FL 32714	S# 223	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #223) AMERICAN PLAZA S/C 1524 W IRLO BRONSON MEMORIAL HWY KISSIMMEE, FL	\$4,360.22
809	JOFRESH LLC 430 PARK AVENUE SUITE 505 C/O MIDWOOD MANAGEMENT CORP. NEW YORK, NY 10022	S# 4769	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4769) 6679 FRESH POND RD FLUSHING, NY	\$6,589.62
810	JOHN C. WINDLE TRUSTEES OF THE JOHN C WINDLE REVOCABLE TRUST AGREEMENT DATE 1-15-91 3222 W. SUNSET SOUTH DRIVE JOPLIN, MO 64804	S# 4590	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4590) 1502 S RANGE LINE RD JOPLIN, MO	\$0.00
811	JOHN P. HOOTEN TRUSTEE MARSHA ELLEN CONVERSE ROBERT HOOTEN DOUG 44-919 GOLF CENTER PARKWAY SUITE 7 INDIO, CA 92201	S# 1172	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1172) TOWNE CENTER LAKESIDE 16312 SOUTHWEST FREEWAY SUGAR LAND, TX	\$0.00

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812	JOHN W QUINN III TEST TR C/O WILLIAM M QUINN TTEE 416 OLD HWY 4 EAST HOLLY SPRINGS, MS 38635	S# 942	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #942) OLD HICKORY SQUARE 1970 N HIGHLAND AVE JACKSON, TN	\$2,860.00
813	JOHNSTOWN COMRIE ASSOCIATES LLC C/O G & A GROUP INC. 215 WEST CHURCH ROAD SUITE 107 KING OF PRUSSIA, PA 19406	S# 6337	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6337) 213 NORTH COMRIE AVENUE JOHNSTOWN, NY	\$3,725.29
814	JOLIET HILLCREST LLC 3175 COMMERCIAL AVENUE SUITE 100 C/O A & R KATZ NORTHBROOK, IL 60062	S# 2159	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2159) HILLCREST SHOPPING CENTER 1701 N LARKIN AVE CREST HILL, IL	\$0.00
815	JOSE J. CANTU 808 WEST RAMIREZ STREET RIO GRANDE CITY, TX 78582-4314	S# 4299	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4299) RIVERVIEW SHOPPING CENTER 6 E GRANT ST ROMA, TX	\$2,460.00
816	JOSEPH R. JESTER IV LLC 10862 HICKMAN RD CLIVE, IA 50325-3736	S# 111	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #111) 5406 DOUGLAS AVE DES MOINES, IA	\$1,664.67
817	JOSEPH T. CAMISA & MADELINE L. CAMISA 1270 CHESTNUT STREET; APT 6 SAN FRANCISCO, CA 94109-1040	S# 2497	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2497) 4570 MISSION ST SAN FRANCISCO, CA	\$4,124.53
818	JOSEPH WALIKE 4815 BEACH DRIVE SEATTLE, WA 98116	S# 5434	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5434) 20811 SR 410 E BONNEY LAKE, WA	\$2,101.86

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
819	JPMCC 2006-LDP7 CENTRO ENFIELD LLC C/O CBL & ASSOC MGMT INC; ATTN: ASSET MA 2030 HAMILTON PLACE BLVD SUITE 500; CBL CHATTANOOGA, TN 37421	S# 2288	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2288) WESTFIELD WEST PARK 3049 WILLIAMS ST CAPE GIRARDEAU, MO	\$10,432.19
820	JPMCC-LDP7 CENTRO ENFIELD LLC 90 ELM STREET C/O MADISON MARQUETTE ENFIELD, CT 06082	S# 3426	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3426) ENFIELD SQUARE 90 ELM ST ENFIELD, CT	\$2,663.85
821	JPMG MANASSAS MALL OWNER LLC ATTN: MANAGEMENT DIVISION THE CLINTON EXCHANGE; 4 CLINTON SQUARE SYRACUSE, NY 13202	S# 1563	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1563) MANASSAS MALL 8300 SUDLEY RD MANASSAS, VA	\$6,546.67
822	JRL LIBERTY 1133 LLC 60 EAST 42ND STREET SUITE #1651 C/O LEVY PROPERTIES NEW YORK, NY 10165	S# 4650	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4650) 1137 LIBERTY AVENUE BROOKLYN, NY	\$0.00
823	JUDITH STERN CANNON & GARY B. CANNON TRUSTEES THE CANNON FAMILY TRUST DATE 7/03 & IAN M KING 9772 SUNDERLAND STREET SANTA ANA, CA 92705	S# 3441	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3441) 730 MARKET ST FARMINGTON, MO	\$3,650.00
824	JUNGE ASSOCIATES LLC 4800 SW MACADAM AVENUE SUITE 120 C/O DEERING MANAGEMENT GROUP INC PORTLAND, OR 97239	S# 578	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #578) SUNWEST PLAZA 1300 B SW OAK HILLSBORO, OR	\$3,398.00
825	KAMEHAMEHA CENTER COMPANY 200 SOUTH LOS ROBLES AVENUE SUITE 510 C/O MMI REALTY SERVICES INC PASADENA, CA 91101	S# 4575	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4575) KAMEHAMEHA S C 1620 N SCHOOL ST HONOLULU, HI	\$7,777.93

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
826	KARELYNA LLC 650 OGLETHORPE AVE SUITE 3 C/O SUMNER PROPERTIES ATHENS, GA 30606	S# 444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #444) ATHENS CENTER 3061 ATLANTA HIGHWAY ATHENS, GA	\$3,978.81
827	KAREN WHITSON KAPLAN REVOCABLE TRUST 210 LEE BARTON DRIVE UNIT 321 AUSTIN, TX 78704	S# 16	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #16) 1001 E 8TH ST ODESSA, TX	\$0.00
828	KARIN BERGH HALL TRUSTEE C/O EDWARD & MILDRED HALL SURVIVOR TRUST 8 CALLE JACINTA SANTA FE, NM 87508	S# 644	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #644) 835 S KUNER RD BRIGHTON, CO	\$0.00
829	KATY MILLS MALL LIMITED PARTNERSHIP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5705	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5705) KATY MILLS SHOPPING CENTER 5000 KATY MILLS CIRCLE KATY, TX	\$12,945.62
830	KDI ATHENS MALL LLC C/O HENDON PROPERTIES LLC 3700 ATLANTA HIGHWAY SUITE 212 ATHENS, GA 30606	S# 1190	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1190) GEORGIA SQUARE 3700 ATLANTA HWY ATHENS, GA	\$0.00
831	KDI ATLANTA MALL LLC 3445 PEACHTREE ROAD NE SUITE 465 C/O HENDON PROPERTIES LLC; TWO LIVE OAKS ATLANTA, GA 30326	S# 1463	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1463) GREENBRIAR MALL 2841 GREENBRIAR PKY SW ATLANTA, GA	\$3,086.59
832	KDI RIVERGATE MALL LLC 1000 RIVERGATE PARKWAY SUITE 1 C/O HENDON PROPERTIES GOODLETTSVILLE, TN 37072	S# 871	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #871) RIVERGATE MALL 1000 RIVERGATE PKWY GOODLETTSVILLE, TN	\$2,057.17

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
833	KE BENTLEY ONE LLC AND KGC BENTLEY TWO LLC 44 MONTGOMERY STREET SUITE 3300 C/O THE KRAUSZ COMPANIES INC SAN FRANCISCO, CA 94104	S# 5534	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5534) BENTLEY MALL 32 COLLEGE ROAD FAIRBANKS, AK	\$3,660.25
834	KENNEDY MALL LTD 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 2865	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2865) KENNEDY MALL 555 JFK RD DUBUQUE, IA	\$4,595.71
835	KERMANIDIS REALTY TRUST 20 PARTRIDGE CIRCLE WALTHAM, MA 02451-2208	S# 5053	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5053) BELLINGHAM SQUARE 464 BROADWAY CHELSEA, MA	\$4,166.67
836	KEVKOR LLC 289 SHATTUCK RIDGE ROAD PO BOX 181 ELK RIVER, ID 83827	S# 1235	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1235) PLAZA AT POST FALLS 710 CECIL RD POST FALLS, ID	\$1,656.67
837	KIEFFER & CO., INC. 585 BOND STREET LINCOLNSHIRE, IL 60069	56176	PAYLESS SHOESOURCE WORLDWIDE, INC.	INDEPENDENT CONTRACTORS MASTER PURCHASE AGREEMENT DATED 08/01/2013 PLUS AMENDMENTS	\$0.00
838	KIMCO BROWNSVILLE L.P. 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 89	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #89) LAS TIENDAS PLAZA 431 E MORRISON RD BROWNSVILLE, TX	\$8,429.07
839	KIMCO CARROLLWOOD 664 INC. C/O KIMCO REALTY CORPORATION P.O. BOX 5020 3333 NEW HYDE PARK ROAD SUITE 100 NEW HYDE PARK, NY 11042-0020	S# 3865	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3865) CARROLLWOOD COMMONS 15166 N DALE MABRY HWY TAMPA, FL	\$8,305.95

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
840	KIMCO CRANSTON 691 LLC C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK ROAD SUITE 100 P.O. NEW HYDE PARK, NY 11042-0020	S# 4501	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4501) MARSHALLS PLAZA 1400 OAKLAWN AVE CRANSTON, RI	\$7,300.36
841	KIMCO LAKE PRAIRIE TC L.P. - C/O KIMCO REALTY CORP 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 2009	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2009) LAKE PRAIRIE CROSSING 5256 S STATE HWY 360 GRAND PRAIRIE, TX	\$9,340.16
842	KIMCO L-S LIMITED PARTNERSHIP 3333 NEW HYDE PARK ROAD STE 100/PO BOX 5 C/O KIMCO REALTY CORPORATION - SITE #148 NEW HYDE PARK, NY 11042-0020	S# 683	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #683) AUBURN NORTH S/C 1215 AUBURN WAY N AUBURN, WA	\$4,141.18
843	KIMCO REALTY CORP. 3333 NEW HYDE PARK ROAD SUITE 100 P.O. BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 1226	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1226) BABY SUPERSTORE PLAZA 7554 W COMMERCIAL BLVD LAUDERHILL, FL	\$7,229.11
844	KIMCO TALAVI TOWN CENTER LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 1799	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1799) TALAVI TOWNE CENTRE 5795 W BELL RD GLENDALE, AZ	\$6,152.30
845	KIM-SAM PR RETAIL LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020; ATTN: LEGAL DEPT NEW HYDE PARK, NY 11042-0020	S# 4159	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4159) REXVILLE TOWNE CENTER 3009 CARR 167 BAYAMON, PR	\$10,881.59
846	KIM-SAM PR RETAIL LLC C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK ROAD PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 4247	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4247) LOS COLOBOS SC 14220 AVE 65 INFANTERIA CAROLINA, PR	\$3,875.28

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
847	KIMSCHOTT FACTORIA MALL LLC 3333 NEW HYDE PARK ROAD SUITE 100; PO BO C/O KIMCO REALTY CORPORATOIN NEW HYDE PARK, NY 11042-0020	S# 3141	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3141) FACTORIA MALL 4025 SE FACTORIA MALL BELLEVUE, WA	\$7,586.27
848	KING CITY IMPROVEMENTS LLC C/O DLC MANAGEMENT CORP. 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 864	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #864) KING CITY SQUARE 425 427 S 42ND ST MOUNT VERNON, IL	\$4,594.16
849	KING OF PRUSSIA ASSOCIATES C/O KRAVCO 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4836	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4836) PLAZA AT KING OF PRUSSIA 160 N GULPH ROAD KING OF PRUSSIA, PA	\$19,485.15
850	KING PROPERTIES 1117 EAST COURT SEGUIN, TX 78155	S# 2116	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2116) KING PLAZA 1415 E WALNUT ST SEGUIN, TX	\$3,091.33
851	KINGMAN PLAZA LLC 3604 WINFRED WAY LAKE HAVASU CITY, AZ 86404	S# 2164	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2164) MOHAVE PLAZA 3352 E ANDY DEVINE AVE # US66 KINGMAN, AZ	\$608.37
852	KINGOTT LLC PO BOX 17901 RICHMOND, VA 23226	S# 4366	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4366) 1021 BROAD ST SUMTER, SC	\$0.00
853	KINGSLEY PROPERTIES I LLC 1550 S. GOLDENEYE LANE HOMESTEAD, FL 33035	S# 4976	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4976) 2199 WEST FLAGLER STREET MIAMI, FL	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
854	KINGSTOWNE TOWNE CENTER 2900 LINDEN LANE SUITE 300 C/O HALLE ENTERPRISES SILVER SPRING, MD 20910	S# 2850	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2850) KINGSTOWNE CENTER 5942 KINGSTOWNE BLVD ALEXANDRIA, VA	\$5,913.80
855	KIOP BRANFORD LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 3182	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3182) BRANHAVEN PLAZA 1075 W MAIN ST BRANFORD, CT	\$9,043.07
856	KIOP FOREST AVE. LP C/O KIMCO REALTY CORP. 3333 NEW HYDE PARK RD SUITE 100 - BOX 50 ATTN: LEGAL DEPARTMENT NEW HYDE PARK, NY 11042-0020	S# 4378	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4378) FOREST AVENUE SHOPPERS TOWN 1523 FOREST AVE STATEN ISLAND, NY	\$0.00
857	KIR AUGUSTA I 044 LLC 3333 NEW HYDE PARK ROAD; SUITE 100 C/O KIMCO REALTY CORPORATION SE REGION NEW HYDE PARK, NY 11042	S# 5581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5581) AUGUSTA EXCHANGE 215 ROBERT C DANIEL PARKWAY AUGUSTA, GA	\$3,790.28
858	KIR BRANDON 011 LLC C/O KIMCO REALTY CORP. 3333 NEW HYDE PARK RD. PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 4856	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4856) THE PLAZA AT BRANDON TOWN CENTER 175 BRANDON TOWN CENTER DRIVE BRANDON, FL	\$6,681.50
859	KIR CITYPLACE MARKET LP C/O KIMCO REALTY CORPORATION; PO BOX 502 3333 NEW HYDE PARK ROAD SUITE 100 NEW HYDE PARK, NY 11042-0020	S# 5130	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5130) CITY MARKET PLACE 2415 N HASKELL AVENUE SPACE 106 DALLAS, TX	\$13,009.98
860	KIRKWOOD MALL ACQUISITION LLC C/O CBL & ASSOCIATES MANAGEMENT INC 2030 HAMILTON PLACE BLVD; SUITE 500; CBL CHATTANOOGA, TN 37421	S# 154	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #154) KIRKWOOD PLAZA 659 KIRKWOOD MALL BISMARCK, ND	\$9,057.98

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

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861	KITSAP MALL LLC 591 WEST PUTNAM AVENUE GREENWICH, CT 06830	S# 767	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #767) KITSAP MALL SPACE K-4 SILVERDALE, WA	\$11,719.28
862	KLAIRMONT ENTERPRISES INC C/O IMPERIAL REALTY COMPANY 4747 WEST PETERSON AVENUE CHICAGO, IL 60646	S# 2578	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2578) HALL PLAZA SHOPPING CENTER 4648 W DIVERSEY AVE CHICAGO, IL	\$2,885.90
863	KM FRESNO INVESTORS LLC 6222 WILSHIRE BLVD SUITE 400 C/O DECROON PROPERTIES LOS ANGELES, CA 90048	S# 3725	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3725) KINGS CANYON PAVILION 4975 E KINGS CANYON RD FRESNO, CA	\$3,848.06
864	KMART CORPORATION 3333 BEVERLY ROAD C/O SEARS ROEBUCK AND COMPANY HOFFMAN ESTATES, IL 60179	S# 6531	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6531) 1598 S BURLINGTON BLVD SPACE R BURLINGTON, WA	\$4,244.24
865	KNIGHTDALE CENTER LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 2747	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2747) THE SHOPPES AT MIDWAY PLANTATION 1002-E SHOPPES AT MIDWAY DRIVE KNIGHTDALE, NC	\$5,740.53
866	KOFFMAN MCENTEE LLC 715 MCGRAW STREET P.O. BOX 0903 BAY CITY, MI 48707-0903	S# 688	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #688) GLENS SHOPPING CENTER NORTH 1131 US 31 NORTH PETOSKEY, MI	\$0.00
867	KRAGEN PROPERTIES LLC 16075 CERRO VISTA DRIVE LOS CATOS, CA 95032	S# 1423	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1423) SELMA SC 2837 WHITSON ST SELMA, CA	\$0.00

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868	KRE BROADWAY OWNER LLC C/O PACIFIC RETAIL CAPITAL PARTNERS 100 N SEPULVEDA BLVD SUITE 1925 EL SEGUNDO, CA 90245	S# 4874	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4874) BROADWAY MALL 204 BROADWAY MALL HICKSVILLE, NY	\$8,173.75
869	KRE COLONIE OWNER LLC C/O PACIFIC RETAIL CAPITAL PARTNERS 100 N SPULVEDA BLVD SUITE 1925 EL SEGUNDO, CA 90245	S# 3332	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3332) COLONIE SQUARE 131 COLONIE CTR ALBANY, NY	\$7,287.83
870	KRG DRAPER PEAKS LLC 30 SOUTH MERIDIAN STREET SUITE 1100 C/O KITE REALTY GROUP LLP; VP PROP OPS INDIANAPOLIS, IN 46204	S# 4817	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4817) DRAPER PEAKS 183 E 12300 SOUTH DRAPER, UT	\$4,308.70
871	KRG PALM COAST LANDING LLC ATTN: VP OF PROPERTY OPERATIONS 30 SOUTH MERIDIAN STREET SUITE 1100 INDIANAPOLIS, IN 46204	S# 4583	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4583) PALM COAST LANDING AT TOWN CENTER 5200 E HWY 100 PALM COAST, FL	\$5,069.19
872	KVC INVESTORS LLC 4530 EAST SHEA BLVD SUITE 100 PHOENIX, AZ 85028	S# 285	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #285) VILLAGE AT SURPRISE 13980 W BELL RD SURPRISE, AZ	\$8,242.91
873	KWEST RESOURCES INC. 2329 ANDERSON COUNTY ROAD #2303 MONTALBA, TX 75853	S# 2129	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2129) 2042 CROCKETT RD PALESTINE, TX	\$0.00
874	L & J MANCHESTER III LLC 360 BLOOMFIELD AVENUE SUITE 208 C/O NORTHEAST RETAIL LEASING WINDSOR, CT 06095	S# 5208	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5208) MANCHESTER PARKADE 372 W MIDDLE TURNPIKE MANCHESTER, CT	\$2,875.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
875	LA CANTERA RETAIL LIMITED PARTNERSHIP 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 3923	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3923) THE SHOPS AT LA CANTERA 15900 LA CANTERA PARKWAY SUITE #9900 SAN ANTONIO, TX	\$17,754.60
876	LA CIENEGA/SAWYER LTD. 550 SOUTH HOPE STREET SUITE 2200 LOS ANGELES, CA 90071	S# 1793	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1793) PLAZA LA CIENEGA 1831 LA CIENEGA BOULEVARD LOS ANGELES, CA	\$3,795.65
877	LA COLUMBUS LLC 2055 -33RD AVENUE C/O C.S. NELSON CO. REAL ESTATE COLUMBUS, NE 68601-3147	S# 710	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #710) 1012 E 23RD ST SUITE 100 COLUMBUS, NE	\$10,357.68
878	LAFOLLETTE DEED OF REALTY CREATING TRUST EUGENE W. LAFOLLETTE TRUSTEE PO BOX 900 PIGEON FORGE, TN 37868	S# 5669	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5669) 2611 PARK WAY PIGEON FORGE, TN	\$6,166.67
879	LAKE MANAWA CENTRE II LLC 11506 NICHOLAS STREET #100 OMAHA, NE 68154	S# 5584	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5584) LAKE MANAWA POWER CENTER 3134 MANAWA CENTRE DR COUNCIL BLUFFS, IA	\$4,275.62
880	LAKE SQUARE MALL REALTY MANAGEMENT LLC 10401 US HIGHWAY 441 LEESBURG, FL 34788-8787	S# 347	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #347) LAKE SQUARE MALL 10401 US HIGHWAY 441 STE 064 LEESBURG, FL	\$5,181.50
881	LAKE STEVENS GRF2 LLC C/O GERRITY GROUP; ATTN: FELECIA SERRA 973 LOMAS SANTA FE DRIVE SOLANA BEACH, CA 92075	S# 5451	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5451) 303 91ST AVENUE NE SPACE G702 LAKE STEVENS, WA	\$4,879.90

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882	LAKEFOREST OWNER LLC MALL MANAGEMENT OFFICE 701 RUSSELL AVENUE GAITHERSBURG, MD 20877	S# 5675	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5675) LAKEFOREST MALL 701 RUSSELL AVE GAITHERSBURG, MD	\$1,853.09
883	LAKELAND SQUARE MALL LLC - C/O ROUSE PROPERTIES INC. 1114 AVENUE OF THE AMERICAS SUITE 2800 ATTN: GENERAL COUNSEL NEW YORK, NY 10036	S# 559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #559) LAKELAND SQUARE MALL 3800 US HIGHWAY 98 NORTH LAKELAND, FL	\$5,758.60
884	LAKELAND VENTURE LP C/O ALLEN ASSOCIATES PROPERTIES INC 1320 CENTRE STREET SUITE 403 NEWTON CENTRE, MA 02459	S# 3473	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3473) IMPERIAL MALL S/C 3595 S FLORIDA AVE LAKELAND, FL	\$0.00
885	LAKELINE DEVELOPERS C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 6721	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6721) LAKELINE MALL 11200 LAKELINE MALL DR CEDAR PARK, TX	\$10,690.84
886	LAKES MALL REALTY LLC 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 1551	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1551) THE LAKES MALL 5600 HARVEY MUSKEGON, MI	\$0.00
887	LAKESIDE MALL PROPERTY LLC 10275 LITTLE PATUXENT PARKWAY COLUMBIA, MD 21044	S# 5613	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5613) LAKESIDE MALL 14600 LAKESIDE CIRCLE STERLING HEIGHTS, MI	\$10,607.71
888	LAKESIDE TOWN SHOPS (E&A) LLC C/O EDENS LTD PARTNERSHIP LEGAL DEPT 1221 MAIN STREET SUITE 1000 COLUMBIA, SC 29201	S# 2108	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2108) LAKESIDE TOWN SHOPS 5840 S UNIVERSITY DR DAVIE, FL	\$8,128.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
889	LAKEWOOD RETAIL LLC 1250 CAROLINE STREET SUITE 220 ATLANTA, GA 30307	S# 3333	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3333) LAKEWOOD SC 5471 W ATLANTIC BOULEVARD MARGATE, FL	\$7,209.06
890	LAKHA PROPERTIES LAKEWOOD TC LLC 500 108TH AVENUE NE SUITE 2050 C/O PREMIER CENTER MANAGEMENT BELLEVUE, WA 98004	S# 2631	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2631) LAKEWOOD TOWNE CENTER 10321 GRAVELLY LAKE DR SW LAKEWOOD, WA	\$8,617.11
891	LAMONICA LIMITED PO BOX 3111 BEAUMONT, TX 77704	S# 249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #249) 2315 S 11TH ST BEAUMONT, TX	\$2,458.33
892	LANDING VENTURE ASSOCIATES LLC 605 WEST 47TH STREET SUITE 200 C/O BLOCK AND COMPANY KANSAS CITY, MO 64112	S# 2371	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2371) THE LANDING MALL 1126 E MEYER BLVD KANSAS CITY, MO	\$2,702.23
893	LANES MILL ASSOCIATES LLC C/O THE GOLDENBERG GROUP INC. 630 SENTRY PARKWAY SUITE 300 BLUE BELL, PA 19422	S# 907	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #907) LANES MILL MARKETPLACE 4819 HWY 9 HOWELL, NJ	\$5,699.48
894	LANGLEY PARK PLAZA INC. C/O REALTY SERVICES OF MARYLAND INC. PO BOX 8060 HYATTSVILLE, MD 20787-8060	S# 1713	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1713) LANGLEY PARK PLAZA 7943 NEW HAMPSHIRE AVE HYATTSVILLE, MD	\$0.00
895	LANSING MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O ROUSE PROPERTIES ATTN: GENERAL MANAG NEW YORK, NY 10036-7703	S# 4579	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4579) LANSING MALL 5750 W SAGINAW HWY LANSING, MI	\$2,454.79

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
896	LARGO LIMITED LIABILITY PARTNERSHIP C/O CARROLLTON ENTERPRISES 11785 BELTSVILLE DRIVE SUITE 1600 BELTSVILLE, MD 20705	S# 1737	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1737) LARGO PLAZA 10498 CAMPUS WAY SOUTH UPPER MARLBORO, MD	\$7,930.67
897	LAS AMERICA'S PREMIUM OUTLETS LLC C/O SIMON PROPERTY GROUP LP TENANT ID: 7 PO BOX 822596 PHILADELPHIA, PA 19182-2596	S# 1846	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1846) INTERNATIONAL GATEWAY OF THE AMERICAS 4265 CAMINO DE LA PLAZA SAN YSIDRO, CA	\$8,895.84
898	LAUDERHILL MALL INVESTMENT LLC 696 NE 125TH STREET NORTH MIAMI, FL 33161	S# 1249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1249) LAUDERHILL MALL 1429 N W 40TH AVENUE FORT LAUDERDALE, FL	\$4,550.56
899	LAVALE ASSOCIATES II LLC 3200 NORTH FEDERAL HIGHWAY C/O GUMBERG ASSET MANAGEMENT CORP FORT LAUDERDALE, FL 33306-1062	S# 3145	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3145) COUNTRY CLUB MALL 1262 VOCKE ROAD CUMBERLAND, MD	\$24,068.67
900	LAWRENCEVILLE MARKET 1707 LLC 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 LEGAL DEPT NEW HYDE PARK, NY 11042-0020	S# 5360	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5360) LAWRENCEVILLE MARKET 875 LAWRENCEVILLE-SUWANEE RD LAWRENCEVILLE, GA	\$5,793.67
901	LAYTON HILLS MALL CMBS LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES MANAGEMENT INC CHATTANOOGA, TN 37421	S# 2924	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2924) LAYTON HILLS MALL 1038 NORTH LAYTON HILLS LAYTON, UT	\$6,997.10
902	LBCMT 2007-C3 DORSET STREET LLC C/O KEYPOINT PARTNERS LLC ONE BURLINGTON WOODS DRIVE BURLINGTON, MA 01803	S# 1556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1556) UNIVERSITY MALL 155 DORSET STREET SOUTH BURLINGTON, VT	\$8,269.21

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
903	LCI-SVAP NDM JV LP C/O STERLING RETAIL SERVICES INC 340 ROYAL POINCIANA WAY SUITE 316 PALM BEACH, FL 33480	S# 3198	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3198) NORTH DEKALB MALL 2050 LAWRENCEVILLE HWY DECATUR, GA	\$689.67
904	LDT FAMILY TRUST C/O SAR ENTERPRISES PO BOX 350 APTOS, CA 95001-0350	S# 5586	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5586) 2030 CALIFORNIA AVE SUITE B SAND CITY, CA	\$0.00
905	LEBANON PAD LP C/O LAVIPOUR AND COMPANY LLC 6 EAST 45TH STREET SUITE 801 NEW YORK, NY 10017	S# 3813	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3813) BOULEVARD PLAZA SC 11000 ROOSEVELT BLVD PHILADELPHIA, PA	\$5,699.08
906	LEBANON VALLEY MALL COMPANY 4500 PERKIOMEN AVENUE READING, PA 19606-0516	S# 4412	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4412) LEBANON VALLEY MALL 2239 LEBANON VALLEY MALL LEBANON, PA	\$2,916.67
907	LEO AND SYLVIA HARMATZ FAMILY TRUST 3135 - A VIA SERENA NORTH LAGUNA HILLS, CA 92653-1939	S# 4319	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4319) 3425 S CAMPBELL AVENUE SPRINGFIELD, MO	\$3,958.33
908	LEON HARARY INC 275 ROUTE 18 EAST BRUNSWICK, NJ 08816	S# 3835	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3835) 1047 SOUTHERN BLVD BRONX, NY	\$14,583.33
909	LEVIAN FAMILY NORWALK LLC & HEKMATRAVAN FAMILY NORWALK LLC AS TENANT IN COMMON 5850 CANOGA AVENUE SUITE 650 WOODLAND HILLS, CA 91367	S# 2784	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2784) NORWALK SQUARE 11725 ROSECRANS AVE NORWALK, CA	\$5,420.83

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
910	LEVYCO LLC 3100 NORTH 29TH COURT SUITE 100 HOLLYWOOD, FL 33020	S# 3758	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3758) K MART SHOPPING CENTER 2061 S US 1 FORT PIERCE, FL	\$4,665.74
911	LEWIS COMMERCIAL PROPERTIES LLC 123 W. OGLETHORPE AVENUE ATTN: J. CURTIS LEWIS MNG MEMBER SAVANNAH, GA 31401	S# 2446	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2446) 62 E DERENNE AVE SAVANNAH, GA	\$2,000.00
912	LF2 ROCK CREEK LP 4400 A NORTH FREEWAY SUITE 900 C/O CENTRECORP MANAGEMENT SERVICES LLLP HOUSTON, TX 77022	S# 422	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #422) ROCK CREEK PLAZA 2775 BELL RD AUBURN, CA	\$5,083.52
913	LG WALNUT SQUARE LLC ATTN: MATTHEW KNOWLES 2301 CEDAR SPRINGS SUITE 200 DALLAS, TX 75201	S# 2126	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2126) WALNUT SQUARE SC 604 S WALNUT AVE NEW BRAUNFELS, TX	\$0.00
914	LGM EQUITIES LLC C/O MILBROOK PROPERTIES LTD 42 BAYVIEW AVENUE MANHASSET, NY 11030	S# 3819	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3819) 456 HEMPSTEAD TPKE WEST HEMPSTEAD, NY	\$0.00
915	LIGHTHOUSE PLAZA LLC 1541 MEISTER ROAD ATTN: VICTOR NARDINI LORAIN, OH 44053	S# 6152	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6152) LIGHTHOUSE VILLAGE PLAZA 4340 LEAVITT RD STE B LORAIN, OH	\$0.00
916	LIN DEE LIU & YU SHENG VICTOR LIU LIN DEE LIU & SERVICES 41368 DANZON COURT FREMONT, CA 94539	S# 4635	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4635) MACDONALD 80 RETAIL CENTER 4200 MACDONALD AVE STE G RICHMOND, CA	\$8,520.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
917	LINCOLN CENTER C/O HAROLD ETKIN 100 NORTH POND DRIVE STE. F BOX 838 WALLED LAKE, MI 48390	S# 4815	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4815) LINCOLN CENTRE 26142 GREENFIELD OAK PARK, MI	\$0.00
918	LINCOLN PLAZA CENTER LP 225 W. WASHINGTON STREET C/O SIMON PROPERTY GROUP INDIANAPOLIS, IN 46204-3438	S# 3491	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3491) OXFORD VALLEY MALL 2300 E LINCOLN HWY LANGHORNE, PA	\$17,932.48
919	LINCOLNWOOD TOWN CENTER LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3489	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3489) LINCOLNWOOD TOWN CENTER 3333 W TOUHY AVE LINCOLNWOOD, IL	\$13,327.69
920	LINDA B. LYON REVOCABLE TRUST 1227 WEST 63RD TERRACE KANSAS CITY, MO 64113-1570	S# 537	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #537) 1014 S MOONEY BLVD VISALIA, CA	\$2,450.00
921	LINDA M PARSONS REVOCABLE TRUST P.O. BOX 8875 WICHITA, KS 67208	S# 1268	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1268) 18299 NW 27TH AVE CAROL CITY, FL	\$0.00
922	LINDALE MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 2864	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2864) LINDALE MALL 4444 1ST AVE NE # 234 CEDAR RAPIDS, IA	\$8,618.61
923	LINDELL MARKETPLACE LP 2127 INNERBELT BUSINESS CTR DR SUITE 310 ST. LOUIS, MO 63114	S# 1446	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1446) LINDELL MARKET PLACE 4159 LINDELL BLVD SAINT LOUIS, MO	\$6,396.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
924	LINDEN PLAZA LLC EIGHT INDUSTRIAL WAY EAST SECOND FLOOR EATONTOWN, NJ 07724	S# 4789	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4789) LINDEN SHOPPING CENTER 1601 W EDGAR ROAD LINDEN, NJ	\$3,934.48
925	LISA SCHNEITER TRUSTEE OF THE LOTUS TRUST DATED 10/9/07 C/O MAVERICK INVESTMENTS 3633 E BROADWAY SUITE 100 LONG BEACH, CA 90803	S# 33	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #33) 1918 S BUCKNER BLVD DALLAS, TX	\$0.00
926	LIVINGSTON MALL VENTURE 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5545	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5545) LIVINGSTON MALL 112 EISENHOWER PARKWAY LIVINGSTON, NJ	\$23,383.32
927	LJ-NORTHLAKE LLC 8391 BEVERLY BLVD #595 C/O LOU HELLER LOS ANGELES, CA 90048	S# 3534	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3534) 2863 N LAKE BLVD SUITE 1 LAKE PARK, FL	\$0.00
928	LONG BEACH CENTER LLC 9200 WEST SUNSET BOULEVARD PENTHOUSE 9 WEST HOLLYWOOD, CA 90069	S# 3249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3249) CITY PLACE 201 E 5TH STREET LONG BEACH, CA	\$4,000.00
929	LOR CORPORATION ATTN: ADAM L. HILL 6350 RUCKER ROAD SUITE 101 INDIANAPOLIS, IN 46220	S# 1738	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1738) 1943 MELODY DRIVE GREENFIELD, IN	\$0.00
930	LOUFranco PROPERTIES INC C/O FRANK PASSEGGIATA 487 NW 8TH STREET BOCA RATON, FL 33432	S# 3190	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3190) 1749 N MILITARY TRL WEST PALM BEACH, FL	\$9,819.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
931	LR LACEY MARKET SQUARE LLC AND LR LACEY MARKET SQUARE II LLC 1801 S. LA CIENEGA BLVD SUITE 301 LOS ANGELES, CA 90035	S# 3497	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3497) MARKET SQUARE 700 SLEATER KINNEY RD SE LACEY, WA	\$5,730.83
932	LSREF SUMMER REO TRUST 2009 C/O HUDSON AMERICAS LLC; ATTN: LEGAL DEP 2711 N HASKELL AVE SUITE 1700 DALLAS, TX 75204	S# 3492	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3492) WESTLAND SHOPPING CENTER 35000 WARREN RD WESTLAND, MI	\$7,500.00
933	LSREF3 SPARTAN (GENESEE) LLC 2711 NORTH HASKELL AVENUE SUITE 1700 DALLAS, TX 75204	S# 4835	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4835) GENESEE VALLEY CENTER 3321 S LINDEN ROAD SP327 FLINT, MI	\$7,499.79
934	LTL ITALIAN DESIGN LLC 3333 SOUTH ORANGE AVENUE SUITE 217 ORLANDO, FL 32806	S# 5639	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5639) HUNTERS CREEK SC 2105 TOWN CENTER BLVD ORLANDO, FL	\$5,815.60
935	LUAN INVESTMENT S.E. COND. ADA LIGIA #412; ASHFORD AVE #1452 C/O COMMERCIAL CENTERS MANAGEMENT REALTY SAN JUAN, PR 00907-1565	S# 4223	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4223) AGUADILLA MALL 15005 AVE LOS CORAZONES AGUADILLA, PR	\$2,943.97
936	LUBBOCK COMMERCIAL BUILDINGS INC. 2737 82ND STREET LUBBOCK, TX 79423	S# 2114	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2114) PLAZA DEL SOL 2201 AVENUE F DEL RIO, TX	\$3,416.67
937	LYCOMING MALL REALTY HOLDING INC ATTN: GENERAL MANAGER 300 LYCOMING MALL CIRCLE SUITE 3021 PENNSDALE, PA 17756	S# 1521	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1521) LYCOMING MALL 300 LYCOMING MALL CIRCLE MUNCY, PA	\$957.10

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
938	LYLA ASSOCIATES LLC 430 WEST BROADWAY NEW YORK, NY 10012	S# 4632	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4632) 600 AVENUE OF THE AMERICAS NEW YORK, NY	\$23,250.00
939	LYNNHAVEN MALL LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 4063	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4063) LYNNHAVEN MALL 701 LYNNHAVEN PKY UNIT E18A VIRGINIA BEACH, VA	\$12,774.53
940	M. M. & J. VENTURES C/O NATIONAL STORES INC. 15001 S. FIGUEROA ST. ATTN: REAL ESTATE DEPT. GARDENA, CA 90248	S# 5075	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5075) VAN NUYS SHOPPING CENTER 6633 VAN NUYS BLVD VAN NUYS, CA	\$2,235.00
941	MABELVALE PLAZA LLC C/O THE ASHLEY GROUP 2851 LAKEWOOD VILLAGE DRIVE NORTH LITTLE ROCK, AR 72116	S# 1076	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1076) 10101 MABLEVALE PLAZA DRIVE 5 LITTLE ROCK, AR	\$3,066.67
942	MACERICH BUENAVENTURA LIMITED PTNSHP P.O. BOX 3718 VENTURA, CA 93006	S# 3093	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3093) PACIFIC VIEW 3301-1018 E MAIN ST VENTURA, CA	\$10,819.68
943	MACERICH CERRITOS LLC 1109 239 LOS CERRITOS CENTER CERRITOS, CA 90703	S# 1109	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1109) LOS CERRITOS CENTER 108 LOS CERRITOS MALL CERRITOS, CA	\$10,966.19
944	MACERICH DEPTFORD LLC 401 WILSHIRE BLVD SUITE 700; ATTN: LEGAL C/O MACERICH SANTA MONICA, CA 90401	S# 3743	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3743) DEPTFORD MALL 1750 DEPTFORD CENTER RD DEPTFORD, NJ	\$10,725.37

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
945	MACERICH FRESNO LIMITED PARTNERSHIP 4841 NORTH FIRST STREET DBA FASHION FAIR MALL FRESNO, CA 93726	S# 3171	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3171) FRESNO FASHION FAIR 713 E SHAW AVE FRESNO, CA	\$10,585.86
946	MACERICH LAKEWOOD LP 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401	S# 2660	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2660) LAKEWOOD CENTER MALL 116 LAKEWOOD CENTER MALL LAKEWOOD, CA	\$0.00
947	MACERICH MANAGEMENT COMPANY AGENT FOR WMINLAND INVESTORS IV LP 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401	S# 3912	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3912) INLAND CENTER 500 INLAND CENTER DR SAN BERNARDINO, CA	\$10,190.35
948	MACERICH NIAGARA LLC 401 WILSHIRE BOULEVARD SUITE 700 C/O THE MACERICH COMPANY SANTA MONICA, CA 90401	S# 3810	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3810) FASHION OUTLET MALL 1648 MILITARY RD NIAGARA FALLS, NY	\$19,140.90
949	MACERICH NORTH PARK MALL LLC 401 WILSHIRE BLVD SUITE 700; ATTN: LEGAL C/O MACERICH PROPERTY MANAGEMENT COMPANY SANTA MONICA, CA 90401	S# 3122	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3122) NORTHPARK MALL 320 W KIMBERLY RD DAVENPORT, IA	\$5,677.25
950	MACERICH SOUTH PARK MALL LLC - C/O MACERICH 401 WILSHIRE BLVD SUITE 700 / PO BOX 217 ATTN: LEGAL DEPARTMENT SANTA MONICA, CA 90407	S# 3634	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3634) SOUTHPARK MALL 4500 16TH ST MOLINE, IL	\$3,098.25
951	MACERICH VICTOR VALLEY LP C/O MACERICH PROPERTY MANAGEMENT COMPANY 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401-1452	S# 1038	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1038) THE MALL AT VICTOR VALLEY 14440 BEAR VALLEY RD VICTORVILLE, CA	\$6,762.21

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
952	MACERICH VINTAGE FAIRE LIMITED PARTNERSHIP C/O MACERICH COMPANY LEGAL DEPT PO BOX 2172/401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90407	S# 1816	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1816) VINTAGE FAIRE MALL 3401 DALE RD MODESTO, CA	\$13,079.08
953	MACERICH WESTSIDE LP 10800 W. PICO BLVD SUITE 312 ATTN: CENTER MANAGER LOS ANGELES, CA 90064	S# 5615	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5615) WESTSIDE PAVILION 10800 WEST PICO BLVD LOS ANGELES, CA	\$12,650.72
954	MACOMB MALL PARTNERS LLC C/O LORMAX STERN DEVELOPMENT COMPANY 38500 WOODWARD AVENUE SUITE 200 BLOOMFIELD HILLS, MI 48304	S# 5517	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5517) MACOMB MALL 32411 GRATIOT AVE ROSEVILLE, MI	\$11,705.00
955	MACY'S RETAIL HOLDINGS INC 7 WEST 7TH STREET C/O MACY'S SOUTH CENTRAL; ATTN: REAL EST CINCINNATI, OH 45202	S# 3562	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3562) TOWN EAST MALL OUTPARCEL 1638 N TOWN EAST BLVD MESQUITE, TX	\$0.00
956	MADERA CAPITAL LP 1850 S. SEPULVEDA BLVD SUITE 200 C/O SAFCO CAPITAL CORP. LOS ANGELES, CA 90025	S# 4029	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4029) MADERA MARKETPLACE 2091 W CLEVELAND AVE MADERA, CA	\$5,962.72
957	MADISON/EAST TOWNE LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES CHATTANOOGA, TN 37421	S# 3876	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3876) EAST TOWNE MALL 46 E TOWNE MALL MADISON, WI	\$9,341.71
958	MADISON/WEST TOWNE LLC CBL & ASSOCIATES MANAGEMENT INC. CBL CENTER STE 500 2030 HAMILTON PLACE B CHATTANOOGA, TN 37421-6000	S# 3893	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3893) WEST TOWNE MALL 243 WEST TOWNE MALL MADISON, WI	\$10,364.26

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959	MAFRI HOLDINGS 1400 OLD COUNTRY ROAD SUITE 301 C/O STEVEN GALAN CPA WESTBURY, NY 11590	S# 5476	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5476) 113 NORTHSIDE DRIVE EAST STATESBORO, GA	\$1,941.13
960	MAFRI HOLDINGS 1400 OLD COUNTRY ROAD SUITE 301 C/O STEVEN GALAN CPA WESTBURY, NY 11590	S# 6266	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6266) 2706 S 11TH ST NILES, MI	\$2,083.33
961	MAGIC VALLEY MALL LLC 1485 POLE LINE ROAD EAST SUITE OFC TWIN FALLS, ID 83301	S# 1610	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1610) MAGIC VALLEY MALL 1485 POLELINE RD E TWIN FALLS, ID	\$0.00
962	MAI ASSOCIATES LLC P.O. BOX 99963 SAN DIEGO, CA 92169	S# 1204	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1204) 509 S GLOSTER TUPELO, MS	\$4,903.85
963	MAIJO LLC PO BOX 474 TRUJILLO ALTO, PR 00977-0474	S# 3286	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #3286) MERCADO PLAZA EL MERCADO PLAZA 33 PR 152 KM. 16 NARANJITO, PR	\$0.00
964	MAIN/O.S.T. LTD 2600 CITADEL PLAZA DRIVE C/O WEINGARTEN REALTY MANAGEMENT HOUSTON, TX 77292-4133	S# 3098	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3098) SHOPS AT THREE CORNERS 8132 KIRBY DR HOUSTON, TX	\$9,479.42
965	MAINPLACE SHOPPINGTOWN LLC 8750 N CENTRAL EXPY SUITE 1740 C/O CENTENNIAL REAL ESTATE MANAGEMENT LL DALLAS, TX 75231	S# 5722	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5722) MAINPLACE MALL 2800 N MAIN ST SANTA ANA, CA	\$10,024.61

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
966	MALL AT AUBURN LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 5686	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5686) AUBURN MALL 385 SOUTHBRIDGE ST AUBURN, MA	\$10,396.62
967	MALL AT CONCORD MILLS LIMITED PARTNERSHIP 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5707	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5707) CONCORD MILLS 8111 CONCORD MILLS BLVD CONCORD, NC	\$6,271.33
968	MALL AT COTTONWOOD LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 5541	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5541) COTTONWOOD MALL 10000 COORS BYP NW ALBUQUERQUE, NM	\$7,789.87
969	MALL AT GREAT LAKES LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 2842	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2842) GREAT LAKES MALL 7850 MENTOR AVE MENTOR, OH	\$11,052.39
970	MALL AT GURNEE MILLS LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3871	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3871) GURNEE MILLS 6170 W GRAND AVENUE GURNEE, IL	\$12,411.66
971	MALL AT INGRAM PARK LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 2998	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2998) INGRAM PARK MALL 6301 NW LOOP 410 SAN ANTONIO, TX	\$23,856.98
972	MALL AT JEFFERSON VALLEY LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 4554	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4554) JEFFERSON VALLEY MALL 650 LEE BLVD SPACE F-22 YORKTOWN HEIGHTS, NY	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
973	MALL AT LEHIGH VALLEY LP C/O KRAVCO/SIMON COMPANY 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4771	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4771) LEHIGH VALLEY MALL 257 LEHIGH VALLEY MALL WHITEHALL, PA	\$25,073.89
974	MALL AT LIBERTY TREE LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3942	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3942) LIBERTY TREE MALL 100 INDEPENDENCE WAY DANVERS, MA	\$9,020.37
975	MALL AT MIAMI INTERNATIONAL LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 1643	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1643) MIAMI INTERNATIONAL 1455 NW 107 AVE MIAMI, FL	\$21,230.00
976	MALL AT MONTGOMERY LP 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 3500	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3500) MONTGOMERY MALL 804 BETHLEHEM PIKE NORTH WALES, PA	\$24,046.74
977	MALL AT NORTSHORE LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5196	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5196) NORTSHORE MALL 210 ANDOVER ST PEABODY, MA	\$14,780.04
978	MALL AT POTOMAC MILLS LLC 225 WEST WASHINGTON STREET C/O THE MILLS LIMITED PARTNERSHIP INDIANAPOLIS, IN 46204-3438	S# 4896	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4896) POTOMAC MILLS 2700 POTOMAC MILLS CIRCLE WOODBIDGE, VA	\$26,917.51
979	MALL AT ROCKINGHAM LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4009	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4009) THE MALL AT ROCKINGHAM PARK 99 ROCKINGHAM PARK BLVD SPACE W175 SALEM, NH	\$18,466.97

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
980	MALL AT SMITH HAVEN LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5137	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5137) SMITH HAVEN MALL 502 SMITH HAVEN MALL LAKE GROVE, NY	\$31,064.33
981	MALL AT SOLOMON POND LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 5482	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5482) SOLOMON POND MALL 601 DONALD LYNCH BLVD MARLBOROUGH, MA	\$9,249.73
982	MALL AT SUMMIT LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 2832	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2832) SUMMIT MALL 3265 W MARKET ST FAIRLAWN, OH	\$8,028.12
983	MALL AT TUTTLE CROSSING LLC 225 W WASHINGTON STREET C/O SIMON PROPERTY GROUP INDIANAPOLIS, IN 46204-3438	S# 6567	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6567) THE MALL AT TUTTLE CROSSING 5043 TUTTLE CROSSING BLVD DUBLIN, OH	\$9,887.35
984	MALL AT WHITE OAKS LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 3157	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3157) WHITE OAKS MALL 2501 WABASH AVE SPRINGFIELD, IL	\$12,882.93
985	MALL DEL NORTE LLC 5300 SAN DARIO SUITE 206-C LAREDO, TX 78041	S# 1396	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1396) MALL DEL NORTE 5300 SAN DARIO AVE LAREDO, TX	\$12,480.44
986	MALL OF GEORGIA LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 5762	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5762) MALL OF GEORGIA 3333 BUFORD DRIVE BUFORD, GA	\$14,823.96

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
987	MANOA SHOPPING CENTER ASSOCIATES LP 25 WASHINGTON LANE SUITE 4A C/O KRAVITZ PROPERTIES INC. WYNCOTE, PA 19095	S# 3191	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3191) MANOA SHOPPING CENTER 1331 W CHESTER PIKE HAVERTOWN, PA	\$5,295.00
988	MANSION MALL MARKETPLACE LLC 624 S. WESTWOOD BLVD POPLAR BLUFF, MO 63901	S# 789	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #789) MANSION MALL SHPG CNTR 1435 NORTHWESTWOOD POPLAR BLUFF, MO	\$2,833.33
989	MAPLE PROPERTIES LLC 1650 NW NAITO PARKWAY SUITE 302 C/O DOUG BEAN AND ASSOCIATES INC PORTLAND, OR 97209	S# 3459	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3459) BERRY HILL S/C 19017 S BEAVERCREEK RD OREGON CITY, OR	\$4,272.99
990	MAPLEWOOD MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1715	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1715) MAPLEWOOD MALL 3001 WHITE BEAR AVE N MAPLEWOOD, MN	\$24,647.26
991	MARCOTT HOSIERTY, LLC 3028 S. KILBOURN AVE CHICAGO, IL 60623	56528	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/02/2011 PLUS AMENDMENTS	\$0.00
992	MARDOCHEE FRIJA 1532 EAST 7TH STREET BROOKLYN, NY 11230	S# 345	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #345) THE CROSSROADS SC 2816 HIGHWAY 71 MARIANNA, FL	\$0.00
993	MARIETTA CENTER LLC 1230 PEACHTREE STREET NE PROMENADE SUITE C/O COLLIERS INTL MGMT ATLANTA LLC ATLANTA, GA 30309	S# 854	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #854) MARIETTA TRADE CENTER 180 COBB PARKWAY S MARIETTA, GA	\$4,248.63

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
994	MARIPOSA SHOPPING CENTER INVESTMENTS LLC C/O VENTURE WEST REAL ESTATE SERVICES 6007 EAST GRANT ROAD TUCSON, AZ 85712	S# 4416	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4416) 298 W MARIPOSA RD NOGALES, AZ	\$2,040.00
995	MARK A BULLER & STEPHANIE E BULLER 1511 ARBUTUS DRIVE C/O BULLER PROPERTIES WALNUT CREEK, CA 94595	S# 4998	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4998) 551 E ROUND GROVE RD LEWISVILLE, TX	\$2,386.00
996	MARK HM ASSOC. LP PO BOX 1389 KINGSTON, PA 18704	S# 3959	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3959) 1199 TEXAS PALMYRA HWY STE M HONESDALE, PA	\$308.29
997	MARK M. STEVENSON P.O. BOX 642 ONE SOUTH FOURTH STREET COLUMBIA, MO 65205	S# 915	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #915) 100 BUSINESS LOOP 70 W COLUMBIA, MO	\$1,920.00
998	MARKET ON CHERRY (SOUTH CAROLINA) LP HAIZLIP PROPERTIES LLC BOHEMIAN HOLDINGS LLC; C/O PROVIDENCE GR 1616 CAMDEN ROAD SUITE 550 CHARLOTTE, NC 28203	S# 4672	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4672) ROCK HILL SHOPPING CENTER 2353 N CHERRY RD ROCK HILL, SC	\$5,625.00
999	MARKET PLACE VALPARAISO LLC 5614 4711 W. GOLF ROAD SUITE 1000 C/O AMERICAN ASSET MANAGEMENT SERVICES SKOKIE, IL 60076-1235	S# 5614	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5614) 2410 LAPORTE AVE SPACE 130 VALPARAISO, IN	\$8,306.47
1000	MARKHAM WEST S/C LP PO BOX 924133 C/O WEINGARTEN NOSTAT INC. HOUSTON, TX 77292-4133	S# 3777	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3777) 11400 W MARKHAM ST LITTLE ROCK, AR	\$5,633.24

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1001	MARKS SQUARE PARTNERS C/O SUNRISE COMM. DEV. CO. P.O. BOX 160544 MOBILE, AL 36616	S# 1782	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1782) MARKS SQUARE 4600 MOBILE HWY PENSACOLA, FL	\$656.25
1002	MARSHALL E. BOYKIN (MRS.) AND THE ESTATE OF MARSHALL E BOYKIN SR AND JAMES E AN MARSHALL E. BOYKIN JR BOYKIN PROPERTIES P. O. BOX 2141 ABILENE, TX 79604	S# 722	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #722) 3520 N 1ST ST ABILENE, TX	\$0.00
1003	MARTIN FINANCIAL ASSOCIATES LLLP 2800 QUARRY LAKE DRIVE SUITE 340 BALTIMORE, MD 21209	S# 165	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #165) MARTIN PLAZA 1370 MARTIN BLVD BALTIMORE, MD	\$5,139.55
1004	MARTIN GASPARE 243 N HIGHWAY 101 SUITE 11 SOLANA BEACH, CA 92075	S# 2488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2488) ST GEORGE COMMERCIAL CENTER 755 S BLUFF ST SAINT GEORGE, UT	\$0.00
1005	MARVIN J. HENDRIX 153 SATCHER ROAD LEXINGTON, SC 29072	S# 5232	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5232) 713 WEST MAIN STREET LEXINGTON, SC	\$0.00
1006	MARVIN L. LINDNER ASSOCIATES LLC 1161 MEADOWBROOK ROAD NORTH MERRICK, NY 11566	S# 4482	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4482) SUNVET MALL 5801 SUNRISE HWY HOLBROOK, NY	\$0.00
1007	MARY LAKE REALTY LTD 1700 GEORGE BUSH DRIVE SUITE #240 COLLEGE STATION, TX 77840	S# 283	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #283) LAVALLITA SC 1714 E MAIN ST ALICE, TX	\$1,866.67

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1008	MARYLAND CROSSING REALTY LLC C/O AAC MANAGEMENT CORP - ATTN: LEGAL DE 150 EAST 58TH STREET 39TH FLOOR NEW YORK, NY 10155	S# 4775	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4775) HECHINGER MALL SC 1548B BENNING RD NE WASHINGTON, DC	\$15,800.77
1009	MARYVALE PLAZA IA LLC C/O PROPERTY MANAGEMENT ADVISORS 1234-B E3 17TH STREET SANTA ANA, CA 92701	S# 2761	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2761) MARYVALE PLAZA 5127 W INDIAN SCHOOL ROAD PHOENIX, AZ	\$7,685.63
1010	MASON AVENUE HOLDING CO. 651 WILLOWBROOK ROAD SUITE 205 STATEN ISLAND, NY 10314	S# 4813	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4813) SHOP RITE SHOPPING CENTER 965 RICHMOND AVENUE STATEN ISLAND, NY	\$3,431.86
1011	MASSAPEQUA CENTER 1138 LLC 3333 NEW HYDE PARK ROAD; SUITE 100; PO B C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 4462	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4462) NORTH MASSAPEQUA SC 4250 JERUSALEM AVE MASSAPEQUA, NY	\$11,290.18
1012	MASUE LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 145	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #145) 4824 S 4TH ST LEAVENWORTH, KS	\$788.33
1013	MATTESON TOWNCENTER PLAZA LLC C/O CBRE INC 20 N MARTINGALE ROAD SUITE 100 SCHAUMBURG, IL 60173	S# 1888	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1888) 154 TOWNCENTER RD MATTESON, IL	\$0.00
1014	MAYFAIR CENTER OWNER LLC C/O ACADIA REALTY TRUST 411 THEODORE FREMD AVENUE SUITE 300 RYE, NY 10580	S# 1570	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1570) MAYFAIR SHOPPING CENTER 6434 SACKETT ST PHILADELPHIA, PA	\$3,577.02

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1015	MAYFAIR MALL LLC 110 N WACKER DR ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 2165	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2165) MAYFAIR MALL 2500 N MAYFAIR ROAD WAUWATOSA, WI	\$22,307.60
1016	MAYFLOWER APPLE BLOSSOM L.P. 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 4610	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4610) APPLE BLOSSOM MALL 1850 APPLE BLOSSOM MALL WINCHESTER, VA	\$5,709.85
1017	MAYFLOWER CAPE COD LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5713RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5713RL) CAPE COD MALL 793 IYANNOUGH RD HYANNIS, MA	\$0.00
1018	MAYFLOWER EMERALD SQUARE LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3393	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3393) EMERALD SQUARE MALL 300 EMERALD SQUARE NORTH ATTLEBORO, MA	\$11,387.35
1019	MAYFLOWER SQUARE ONE LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4773	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4773) SQUARE ONE MALL 1201 BROADWAY SAUGUS, MA	\$15,095.40
1020	MAYO FIVE LLC C/O ADVANCED REALTY MANAGEMENT LLC 1495 HANCOCK STREET 4TH FLOOR QUINCY, MA 02169	S# 5019	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5019) DUDLEY SQUARE 2189 WASHINGTON STREET ROXBURY, MA	\$4,437.97
1021	MB COLUMBUS HILLIARD LLC C/O CUSHMAN & WAKEFIELD 332 SOUTH MICHIGAN AVENUE NINTH FLOOR CHICAGO, IL 60604	S# 6339	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6339) THE MARKET AT HILLIARD 1918 HILLIARD ROME RD HILLIARD, OH	\$7,397.08

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1022	MB HOUSTON ANTOINE LIMITED PARTNERSHIP 2809 BUTTERFIELD RAOD SUITE 200 C/O INVENTRUST PROPERTY MGMT LLC; ATTN: OAK BROOK, IL 60523	S# 3378	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3378) ANTOINE TOWN CENTER 12430 TOMBALL PARKWAY HOUSTON, TX	\$6,733.58
1023	MB SHERMAN TOWN CENTER LIMITED PARTNERSHIP 2809 BUTTERFIELD ROAD SUITE 200 C/O INVENTRUST PROPERTY MGMT LLC; ATTN: OAK BROOK, IL 60523	S# 4600	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4600) SHERMAN TOWN CENTER 4172 TOWN CENTER STREET SHERMAN, TX	\$6,400.22
1024	MC SIGN COMPANY ATTN: TIM EIPPERT, 89589 TYLER BLVD. MENTOR, OH 44060	56600	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 12/01/2009 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1025	MCBH PARKWAY CROSSING LLC C/O MCB PROPERTY MANAGEMENT LLC 2701 N CHARLES STREET SUITE 404 BALTIMORE, MD 21218	S# 5456	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5456) 2425 CLEANLEIGH DRIVE BALTIMORE, MD	\$3,135.36
1026	MCCAIN MALL COMPANY LP 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3843	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3843) MCCAIN MALL 3929 MCCAIN SPACE I-5 NORTH LITTLE ROCK, AR	\$7,776.28
1027	MCGRATH-PHD PARTNERS L.P. 10990 WILSHIRE BLVD SUITE 1000 C/O ROTHBART DEVELOPMENT LOS ANGELES, CA 90024	S# 4564	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4564) SHOPPING AT THE ROSE 2051 ROSE AVENUE OXNARD, CA	\$8,101.29
1028	MCKINLEY MALL LLC C/O STOLZ BROS MANAGEMENT OF DELAWARE IN 725 CONSHOHOCKEN STATE RD/ATTN: GENERAL BALA CYNWYD, PA 19004	S# 1065	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1065) MCKINLEY MALL 3701 MCKINLEY PKY BLASDELL, NY	\$4,350.43

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1029	M-CO TULSA LLC 5201 JOHNSON DRIVE SUITE 450 MISSION, KS 66205	S# 737	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #737) CROSSING OAKS SHPG CNTR 7134 S MEMORIAL DR TULSA, OK	\$1,600.00
1030	MCS HEMET VALLEY CENTER LLC 2200 W FLORIDA AVENUE SUITE 300 C/O MATTHEW C STRAUSS HEMET, CA 92545	S# 2753	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2753) HEMET VALLEY MALL 2200 W FLORIDA AVE HEMET, CA	\$700.00
1031	MEADOWBROOK MALL COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPT NILES, OH 44446	S# 2560	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2560) MEADOWBROOK MALL 2490 MEADOWBROOK MALL BRIDGEPORT, WV	\$1,989.92
1032	MEADOWOOD MALL SPE LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3434	S# 6696	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6696) MEADOWOOD MALL 5480 MEADOWOOD MALL CIRCLE RENO, NV	\$16,463.19
1033	MEDFORD FIRST LLC 1411 BROADWAY SUITE 3180 C/O MORSLEY INC NEW YORK, NY 10018	S# 6530	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6530) 293 BARNETT RD MEDFORD, OR	\$3,617.99
1034	MEJ INVESTMENTS LTD. 3118 AUDUBON CT SUGAR LAND, TX 77478	S# 4777	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4777) 6229 BELLAIRE BLVD HOUSTON, TX	\$0.00
1035	MELBA SANDOVAL 1514 VANCE STREET EDINBURG, TX 78539	S# 280	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #280) 701 N TEXAS BLVD WESLACO, TX	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1036	MEMORIAL CITY MALL LP 945 BUNKER HILL SUITE 400 C/O METRO NATIONAL CORPORATION; ATTN: LE HOUSTON, TX 77024	S# 2366	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2366) MEMORIAL CITY MALL 303 MEMORIAL CITY HOUSTON, TX	\$0.00
1037	MEPT WOBURN MALL LLC 7315 WISCONSIN AVE SUITE 350 WEST C/O NEWTOWER TRUST COMPANY; ATTN: PRESID BETHESDA, MD 20814	S# 3478	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3478) WOBURN MALL 300 MISHAWUM RD WOBURN, MA	\$7,824.34
1038	MERCED MALL LLC PO BOX 5800 SANTA ROSA, CA 95406	S# 2912	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2912) MERCED MALL 590 MERCED MALL MERCED, CA	\$4,281.22
1039	MERIDEN ASSOCIATES LLC 277 FAIRFIELD ROAD SUITE 205 C/O VITA AND VITA REALTY CORPORATION FAIRFIELD, NJ 07004	S# 934	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #934) BROAD STREET CENTRE 1276 NW BROAD ST # 58 MURFREESBORO, TN	\$2,641.00
1040	MERIDEN SQUARE PARTNERSHIP 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 3499	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3499) WESTFIELD MERIDEN MALL 470 LEWIS AVENUE MERIDEN, CT	\$8,955.12
1041	MERLIN R. TIMOTHY OR UTAHNA TIMOTHY 2939 SHERWOOD DRIVE SALT LAKE CITY, UT 84108	S# 948	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #948) 2305 S JEFFERSON AVE MOUNT PLEASANT, TX	\$2,384.42
1042	MERRITT SQUARE REALTY LLC; MERRITT SQUARE CH LLC; MERRITT SQUARE NASSIM LLC; 150 GREAT NECK ROAD SUITE 304; C/O NAMDA GREAT NECK, NY 11021	S# 3698	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3698) MERRITT SQUARE MALL 777 E MERRITT ISLAND CSWY MERRITT ISLAND, FL	\$9,335.71

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1043	MESAR LLC C/O CASE HUFF & ASSOCIATES INC 14861 N SCOTTSDALE ROAD SUITE 105 SCOTTSDALE, AZ 85254	S# 1444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1444) EAST TABLELAND 1221 S GILBERT RD MESA, AZ	\$0.00
1044	MESILLA VALLEY MALL LLC-C/O GREGORY GREENFIELD & ASSOCIATES LTD 124 JOHNSON FERRY ROAD ATTN: ASSET MANAGER - MESILLA VALLEY ATLANTA, GA 30328	S# 2570	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2570) MESILLA VALLEY MALL 700 S TELSHOR BLVD STE 1304 LAS CRUCES, NM	\$9,841.34
1045	MGP IX PROPERTIES LLC 425 CALIFORNIA STREET 10TH FLOOR MGM 510-10 SAN FRANCISCO, CA 94104	S# 2757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2757) VALLEY CENTRAL SHOPPING CENTER 44450 VALLEY CENTER WAY LANCASTER, CA	\$8,771.56
1046	MGP IX PROPERTIES LLC C/O MGP IX REIT LLC 425 CALIFORNIA STREET 11TH FLOOR SAN FRANCISCO, CA 94104	S# 6488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6488) 193 MARYSVILLE MALL MARYSVILLE, WA	\$4,166.67
1047	MICHAEL J SADRI LLC/JAMES A SADRI LLC/SINDY M SADRI LLC 203 E RESERVE STREET C/O DELTA MANAGEMENT COMPANY VANCOUVER, WA 98661	S# 2051	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2051) TARGET SUPER CENTER 20811 HWY 59 UNIT A HUMBLE, TX	\$4,110.74
1048	MICHAEL W. HONIG & TANYA B HONIG REVOCABLE TRUST U/A/D 12/3/2004 AND THOMAS N HONIG 550 CALLE DEL SOL APTOS, CA 95003	S# 2434	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2434) 712 E ALISAL ST SALINAS, CA	\$0.00
1049	MICROSOFT LICENSING, GP DEPT 551, VOLUME LICENSING 6100 NEIL RD, STE 210 RENO, NV 89511-1137	56629	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT ENTERPRISE ENROLLMENT DATED 06/01/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1050	MICROSTRATEGY SERVICES CORPORATION 1850 TOWERS CRESCENT PLAZA TYSONS CORNER, VA 22182	56664	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 07/12/2010	\$0.00
1051	MICROSTRATEGY SERVICES CORPORATION CHISWICK PARK BUILDING 10 566 CHISWICK HIGH ROAD LONDON W4, UNITED KINGDOM	56659	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SOFTWARE LICENSE AGREEMENT DATED 12/02/2008	\$0.00
1052	MICROSTRATEGY 1850 TOWERS CRESENT PLAZA TYSONS CORNER, VA 22182	49290	PAYLESS SHOESOURCE WORLDWIDE, INC.	MICROSTRATEGY - MAINTENANCE RENEWAL ORDER 371656 DATED 12/2/2016	\$140,671.87
1053	MID RIVERS MALL CMBS LLC 2030 HAMILTON PLACE BLVD; CBL CENTER SUI C/O CBL & ASSOCIATES LIMITED PARTNERSHIP CHATTANOOGA, TN 37421	S# 2712	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2712) MID RIVERS MALL 1600 MID RIVERS MALL DR SAINT PETERS, MO	\$5,403.92
1054	MIDAMCO 3333 RICHMOND ROAD SUITE 350 C/O MID-AMERICA MANAGEMENT CORPORATION BEACHWOOD, OH 44122	S# 1885	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1885) MIAMI VALLEY CENTRE 987 E ASH ST SPACE D-4 PIQUA, OH	\$4,269.45
1055	MIDDLETOWN I RESOURCES L.P. C/O NATIONAL REALTY & DEVELOPMENT CORP. 3 MANHATTANVILLE RD SUITE 202 - ATTN: R PURCHASE, NY 10577-2117	S# 3319	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3319) ORANGE PLAZA 444 ROUTE 211 E MIDDLETOWN, NY	\$12,052.25
1056	MIDEB NOMINEES INC. 541 S SPRING STREET SUITE 204 LOS ANGELES, CA 90013	S# 2149	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2149) SANTA MARIA SC 1427 S BROADWAY SANTA MARIA, CA	\$3,924.77

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1057	MIDLAND MALL C/O THE FARBMAN GROUP INC 28400 NORTHWESTERN HIGHWAY 4TH FLOOR SOUTHFIELD, MI 48034	S# 4010	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4010) MIDLAND MALL 6800 EASTMAN AVE STE 300 MIDLAND, MI	\$0.00
1058	MIDYAN GATE REALTY LLC 15 OCEAN AVENUE SUITE 1A BROOKLYN, NY 11225	S# 921	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #921) 144 B EAST 98TH STREET BROOKLYN, NY	\$4,947.17
1059	MILITARY CAPITAL VENTURE LLC C/O MORRIS CAPITAL PARTNERS LLC 200 CARROLL STREET SUITE 130 FORT WORTH, TX 76107	S# 916	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #916) 1516 MILITARY RD BENTON, AR	\$692.50
1060	MILITARY-LAKE WORTH ROAD LLC 800 N. FLAGLER DRIVE WEST PALM BEACH, FL 33401	S# 1271	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1271) 3980 S MILITARY TRL LAKE WORTH, FL	\$7,946.89
1061	MILPITAS MILLS LIMITED PARTNERSHIP C/O THE MILLS CORPORATION 5425 WISCONSIN AVENUE SUITE 500 CHEVY CHASE, MD 20815	S# 4834	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4834) GREAT MALL OF BAY AREA 200 GREAT MALL DR MILPITAS, CA	\$18,892.86
1062	MISHORIM GOLD NEWPORT NEWS LP C/O DRUCKER & FALK LLC; DENBIGH VILLAGE 11824 FISHING POINT DRIVE ATTN: COMMERCI NEWPORT NEWS, VA 23606	S# 3721	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3721) DEMBIGH VILLAGE 14346 WARWICK BLVD NEWPORT NEWS, VA	\$2,665.41
1063	MISSION VALLEY SHOPPINGTOWN LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 2136	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2136) MISSION VALLEY CENTER 1640 CAMINO DEL RIO SAN DIEGO, CA	\$18,650.01

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1064	MJM DEVELOPMENT HOLDINGS LLC PO BOX 660007 FRESH MEADOWS, NY 11366	S# 2382	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2382) TEL-HURON PLAZA 41 S TELEGRAPH RD PONTIAC, MI	\$1,924.34
1065	MJS CAGUAS LP C/O J&W MANAGEMENT CORPORATION 505 PARK AVENUE SUITE #302 NEW YORK, NY 10022	S# 4361	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4361) PLAZA CENTRO I 200 AVE RAFAEL CORDERO CAGUAS, PR	\$12,140.09
1066	ML-CFC 2006-3 WALNUT HILLS LLC C/O KEYPOINT PARTNERS LLC ONE BURLINGTON WOODS DRIVE BURLINGTON, MA 01803	S# 5256	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5256) WALNUT HILL PLAZA 1500 DIAMOND HILL RD WOONSOCKET, RI	\$8,549.54
1067	MNH MALL L.L.C. 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5712	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5712) MALL OF NEW HAMPSHIRE 1500 S WILLOW ST MANCHESTER, NH	\$15,266.06
1068	MO LIME #3 LLC C/O STAG MANAGEMENT GROUP LLC #55 SULGROVE ROAD WELLSVILLE, MO 63384	S# 176	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #176) TEMPLE STEPHENS SHPG CNTR 643 N MORLEY ST MOBERLY, MO	\$0.00
1069	MOAC MALL HOLDING LLC 60 EAST BROADWAY BLOOMINGTON, MN 55425-5550	S# 4442	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4442) MALL OF AMERICA 150 N GARDENS MINNEAPOLIS, MN	\$17,420.67
1070	MOBO REALTY INC. 358 5TH AVENUE C/O PETER BOTSARIS NEW YORK, NY 10001	S# 4966	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4966) 317 CENTRAL AVE JERSEY CITY, NJ	\$9,583.33

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1071	MODEL T PLAZA LLC 31800 NORTHWESTERN HIGHWAY SUITE 350 FARMINGTON HILLS, MI 48334	S# 1085	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1085) MODEL T PLAZA 14132 WOODWARD AVE HIGHLAND PARK, MI	\$800.00
1072	MOHR AFFINITY LLC DBA 17600 COLLIER AVENUE SUITE A100 LAKE ELSINORE OUTLETS; C/O ATHENA PROPER LAKE ELSINORE, CA 92530	S# 4261	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4261) LAKE ELSINORE OUTLET CENTER 17600 COLLIER AVE LAKE ELSINORE, CA	\$3,513.95
1073	MONA GELLER TRUSTEE OF THE GELLAR TRUST 1170 SACRAMENTO STREET #4B SAN FRANCISCO, CA 94108	S# 6223	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6223) 168 E COLUMBIA AVENUE BATTLE CREEK, MI	\$2,412.48
1074	MONDAWMIN BUSINESS TRUST PO BOX 86 C/O GGP (SDS-12-2733) MINNEAPOLIS, MN 55486-2733	S# 1304	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1304) MONDAWMIN MALL 2401 LIBERTY HEIGHTS AVE SP 2205 BALTIMORE, MD	\$18,365.62
1075	MONTEBELLO TOWN CENTER INVESTORS LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT INDIANAPOLIS, IN 46204-3438	S# 2512	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2512) THE SHOPS AT MONTEBELLO 2007 MONTEBELLO TOWN CENTER DR MONTEBELLO, CA	\$931.58
1076	MONTGOMERY (E&A) LLC C/O EDENS LIMITED PARTNERSHIP; ATTN: LEG 1221 MAIN STREET SUITE 1000 COLUMBIA, SC 29201	S# 3702	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3702) MONTGOMERY VILLAGE CROSSING 9659 LOST KNIFE RD GAITHERSBURG, MD	\$9,734.98
1077	MONTGOMERY ACQUISITION LP C/O WHARTON REALTY GROUP INC 8 INDUSTRIAL WAY EAST 2ND FLOOR EATONTOWN, NJ 07724	S# 1086	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1086) MANOR S/C 1272 MILLERSVILLE PIKE LANCASTER, PA	\$2,853.33

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1078	MONTGOMERY MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 5570	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5570) MONTGOMERY MALL 7101 DEMOCRACY BLVD BETHESDA, MD	\$19,706.67
1079	MOORESTOWN MALL LLC - C/O PREIT SERVICES LLC 200 S BROAD ST - THE BELLEVUE 3RD FLOOR ATTN: DIRECTOR LEGAL PHILADELPHIA, PA 19102	S# 2678	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2678) MOORESTOWN MALL 400 W ROUTE 38 MOORESTOWN, NJ	\$10,683.54
1080	MORGUARD BOYNTON TOWN CENTER INC ATTN: BILL HOROWITZ 2542 WILLIAMS BLVD KENNER, LA 70062	S# 2605	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2605) BOYNTON TOWN CENTER 870 N CONGRESS AVE BOYNTON BEACH, FL	\$3,141.99
1081	MR. RICHARD N. SHERWIN PO BOX 360 CLOVERDALE, CA 95425	S# 3775	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3775) 2546 DAWSON RD ALBANY, GA	\$0.00
1082	MRW LP 1072 EAST MONTAGUE AVENUE C/O WALKER CAPITAL CORPORATION NORTH CHARLESTON, SC 29405	S# 1199	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1199) 3601 RIVERS AVE CHARLESTON, SC	\$2,152.01
1083	MS CARLA WORTHY SKINNER TRUSTEE JOHN L SKINNER AND CARLA MAE SKINNER SUR PO BOX 1563 RANCHO SANTA FE, CA 92067	S# 4615	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4615) TECATE ROAD BORDER 406 TECATE RD TECATE, CA	\$3,250.00
1084	MSM PROPERTY LLC 10275 LITTLE PATUXENT PARKWAY C/O MALL ST MATTHEWS ATTN: GENERAL GROWT COLUMBIA, MD 21044	S# 3487	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3487) MALL ST MATTHEWS 5000 SHELBYVILLE RD LOUISVILLE, KY	\$6,090.91

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1085	MSRB PROPERTIES LLC 374 DELANO AVENUE ATTN: RANDALL HATMACHER CHILLICOTHE, OH 45601	S# 6164	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6164) 531 E MAIN STREET CHILLICOTHE, OH	\$1,372.02
1086	MUFFREY LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 2039	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2039) 2200 OAKLAND AVE INDIANA, PA	\$10,111.01
1087	MULTI PACKAGING SOLUTIONS, INC MPS CHICAGO, INC ATTN: SALES DIRECTOR 1500 CENTRE CIRCLE DOWNERS GROVE, IL 60515	56808	PAYLESS PURCHASING SERVICES, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 06/02/2014	\$0.00
1088	MUNCIE MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3994	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3994) MUNCIE MALL 3501 N GRANVILLE AVE MUNCIE, IN	\$1,905.39
1089	MURRAY TRACY & BERNARD SILBER PTR 168 SPRUCE DRIVE SHEWSBURY, NJ 07702	S# 3041	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3041) 507 W SAINT GEORGES AVE LINDEN, NJ	\$4,804.42
1090	MYJO DEVELOPMENT CORPORATION 1001 ARBOR LAKE DRIVE APT 1607 C/O JO SPERAZZA NAPLES, FL 34110	S# 3646	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3646) 2184 WHITE PLAINS RD BRONX, NY	\$19,387.54
1091	NAMEOKI SHOPPING CENTER INVESTMENTS LLC 1045 SOUTH WOODS MILL ROAD SUITE ONE C/O PRIORITY PROPERTIES TOWN & COUNTRY, MO 63017	S# 902	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #902) NAMEOKI COMMONS SC 3499 NAMEOKI RD GRANITE CITY, IL	\$1,532.77

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1092	NANCY BUTT & JENNIFER B FERRELL AS SUCCESSOR CO-TRUSTEES OF THE BUTT RESIDUARY TRUST 1218 KENSINGTON DRIVE CHARLESTON, SC 29407	S# 1363	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1363) 4225 S LOOP 289 LUBBOCK, TX	\$0.00
1093	NATICK MALL LLC C/O GENERAL GROWTH PROPERTIES INC 110 NORTH WACKER CHICAGO, IL 60606	S# 5116	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5116) NATICK MALL 1245 WORCESTER ST NATICK, MA	\$18,030.02
1094	NATIONAL DEVELOPMENT RESOURCES LP 3 MANHATTANVILLE ROAD #202 PURCHASE, NY 10577	S# 4514	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4514) HAWLEY LANE MALL 100 HAWLEY LN TRUMBULL, CT	\$4,005.52
1095	NATIONAL KEYSTONE PROPERTIES L.P. C/O NATIONAL REALTY & DEVELOPMENT CORP. 3 MANHATTANVILLE RD/ATTN: RICHARD A. BA PURCHASE, NY 10577	S# 4692	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4692) CINNAMINSON PLAZA SC 2501 RT 130 CINNAMINSON, NJ	\$3,361.50
1096	NATIONAL PRIME COMMERCIAL INC PO BOX 163 COLLEYVILLE, TX 76034	S# 2179	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2179) 3210 SYCAMORE SCHOOL RD FORT WORTH, TX	\$0.00
1097	NATOMAS GROWERS LP C/O TRI PROPERTY MANAGEMENT SERVICES 2209 PLAZA DRIVE SUITE 100 ROCKLIN, CA 95765	S# 2327	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2327) ROSEVILLE MARKETPLACE 10431 FAIRWAY DRIVE 100 ROSEVILLE, CA	\$8,098.30
1098	NBY PROPERTIES LLC 4629 MACRO DRIVE SAN ANTONIO, TX 78218	S# 2278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2278) CROSSTOWNE MERCADO SHOPPING CENTER 4801 WEST COMMERCE STREET SAN ANTONIO, TX	\$1,152.54

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1099	NEPTUNE REALTY ASSOCIATES PO BOX 609 C/O ROCK ASSET MANAGEMENT INC SPRING LAKE, NJ 07762	S# 1877	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1877) NEPTUNE CITY SHOPPING CENTER 116 3RD AVE NEPTUNE CITY, NJ	\$0.00
1100	NESHAMINY MALL JOINT VENTURE LIMITED PARTNERSHIP 110 N. WACKER DRIVE 4-05 CHICAGO, IL 60606	S# 4545	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4545) NESHAMINY MALL 801 NESHAMINY MALL BENSALEM, PA	\$9,216.59
1101	NEW EASTLAND MALL DEVELOPER LLC - RECEIVERSHIP C/O SPINOSO MANAGEMENT GROUP LLC 18000 VERNIER ROAD; ATTN: GENERAL MANAGE HARPER WOODS, MI 48225	S# 4099	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4099) EASTLAND MALL 18000 VERNIER RD HARPER WOODS, MI	\$0.00
1102	NEW FAIR OAKS OWNER LLC C/O VERITAS REALTY LLC 6440 WESTFIELD BLVD INDIANAPOLIS, IN 46220	S# 4494	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4494) FAIR OAKS MALL 2296 25TH ST SPACE E118 COLUMBUS, IN	\$1,189.58
1103	NEW GROUP-GARDENA L.L.C. PO BOX 66369 C/O NEW GROUP LLC LOS ANGELES, CA 90265	S# 5754	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5754) GARDENA VALLEY CENTER 1270 W REDONDO BEACH BLVD GARDENA, CA	\$2,242.97
1104	NEW WESTGATE MALL LLC C/O NEW ENGLAND DEVELOPMENT 75 PARK PLAZA THIRD FLOOR BOSTON, MA 02116	S# 3926	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3926) WESTGATE MALL 200 WESTGATE DR BROCKTON, MA	\$12,594.77
1105	NEWAGE PHM LLC 411 E HUNTINGTON DRIVE UNIT 305 ARCADIA, CA 91006	S# 2736	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2736) PUENTE HILLS MALL 1600 S AZUSA AVE CITY OF INDUSTRY, CA	\$0.00

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1106	NEWGATE MALL EQUITIES LLC AND NEWGATE MALL HOLDINGS LLC C/O THE WOODMONT COMPANY 2100 W 7TH STREET FT WORTH, TX 76107	S# 1830	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1830) NEWGATE MALL 1216 NEWGATE MALL OGDEN, UT	\$5,046.00
1107	NEWMARKET I LLC 727 N. WACO SUITE 400 WICHITA, KS 67203	S# 2535	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2535) NEW MARKET SQUARE 2441 N MAIZE RD WICHITA, KS	\$6,350.00
1108	NEWPARK MALL LP ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 1650	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1650) NEWPARK MALL 2215 NEWPARK MALL NEWARK, CA	\$5,505.39
1109	NEWPORT CENTRE LLC 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 695	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #695) NEWPORT CENTRE 30 MALL DR W JERSEY CITY, NJ	\$23,255.78
1110	NICHOLAS PARK MALL LLC C/O METRO COMMERCIAL MANAGEMENT SERVICES 303 FELLOWSHIP ROAD SUITE 202 MOUNT LAUREL, NJ 08054	S# 1053	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1053) SOUTH MALL 3300 LEHIGH ST ALLENTOWN, PA	\$563.17
1111	NITTANY CENTRE REALTY LLC & NITTANY NASSIM LLC C/O NAMDAR REALTY GROUP ATTN: IGAL NAMDA 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 1518	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1518) NITTANY MALL 2901 E COLLEGE AVE STATE COLLEGE, PA	\$104.00
1112	NMC MELROSE PARK LLC (PROPERTY 722M) 5850 CANOGA AVENUE SUITE 650 C/O NEWMARK MERRILL COMPANIES WOODLAND HILLS, CA 91367	S# 6127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6127) 1234 WINSTON PLAZA MELROSE PARK, IL	\$8,770.92

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1113	NMC SOUTHGATE LLC/NMC SOUTHGATE PLAZA LLC 5850 CANOGA AVENUE SUITE 650 C/O NEWMARK MERRILL COMPANIES WOODLAND HILLS, CA 91367	S# 562	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #562) SOUTHGATE PLAZA 4306 FLORIN RD SACRAMENTO, CA	\$4,644.96
1114	NMRD LIMITED 6253 RIVERSIDE DRIVE SUITE 200 DUBLIN, OH 43017	S# 6556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6556) KOHLS S/C 1708 MORSE RD COLUMBUS, OH	\$3,084.88
1115	NOAL INVESTMENT COMPANY L.C 202 WEST 19TH STREET EL DORADO, AR 71730	S# 353	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #353) 1330 N WEST AVE EL DORADO, AR	\$0.00
1116	NORTH HANOVER CENTRE REALTY LLC; AND NORTH HANOVER NASSIM LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 3185	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3185) NORTH HANOVER MALL 1155 CARLISLE STREET HANOVER, PA	\$197.68
1117	NORTH HAVEN HOLDINGS LIMITED PARTNERSHIP C/O NATIONAL REALTY & DEVELOPMENT CORP; 3 MANHATTANVILLE ROAD SUITE 202 PURCHASE, NY 10577	S# 5203	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5203) NORTH HAVEN SC 210 UNIVERSAL DRIVE N NORTH HAVEN, CT	\$8,656.25
1118	NORTH MALL PROPERTY LLC 702 MCCLURG ROAD BOARDMAN, OH 44512	S# 726	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #726) 48 BOARDMAN POLAND RD BOARDMAN, OH	\$4,300.00
1119	NORTH RIVERSIDE PARK ASSOCIATES LLC 7501 WEST CERMAK ROAD NORTH RIVERSIDE, IL 60546	S# 3675	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3675) NORTH RIVERSIDE PARK MALL 7501 W CERMAK RD NORTH RIVERSIDE, IL	\$8,969.21

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1120	NORTH STAR MALL LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 3344	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3344) NORTH STAR MALL 7400 SAN PEDRO SAN ANTONIO, TX	\$13,926.07
1121	NORTH TOWN MALL LLC 110 NORTH WACKER DRIVE NORTH TOWN MALL CHICAGO, IL 60606	S# 3785	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3785) NORTHTOWN MALL 4750 N DIVISION ST SPOKANE, WA	\$9,408.39
1122	NORTHERN LIGHTS IMPROVEMENTS LLC 580 WHITE PLAINS ROAD C/O DLC MANAGEMENT CORPORATION TARRYTOWN, NY 10591	S# 6214	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6214) NORTHERN LIGHTS PLAZA 3451 CLEVELAND AVENUE COLUMBUS, OH	\$8,182.26
1123	NORTHFIELD SQUARE MALL REALTY LLC NORTHFIELD CH LLC & NORTHFIELD NASSIM LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 3559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3559) NORTHFIELD SQUARE SHOPPING CENTER 1600 N STATE ROUTE 50 BOURBONNAIS, IL	\$0.00
1124	NORTHGATE MALL DURHAM LLC P.O. BOX 2476 DURHAM, NC 27715-2476	S# 4077	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4077) NORTHGATE MALL 1058 W CLUB BLVD DURHAM, NC	\$5,146.74
1125	NORTHGATE MALL PARTNERSHIP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5617	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5617) NORTHGATE MALL 401 NE NORTHGATE WAY SEATTLE, WA	\$18,355.51
1126	NORTHGATE SHOPPING CENTER L.P. C/O ALLEN ASSOCIATES PROPERTIES INC. 1320 CENTRE STREET SUITE 403 / P.O. BOX NEWTON CENTRE, MA 02459-0003	S# 5441	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5441) NORTHGATE PLAZA 339 SQUIRE RD REVERE, MA	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1127	NORTHLINE COMMONS LLC - C/O NORTH AMERICAN DEVELOPMENT CO 2718 FAIRMOUNT STREET ATTN: PRESIDENT DALLAS, TX 75201	S# 3540	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3540) NORTHLINE COMMONS S/C 4400 NORTH FWY SUITE F300 HOUSTON, TX	\$5,710.53
1128	NORTHPARK MALL / JOPLIN LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES LP CHATTANOOGA, TN 37421-6000	S# 4958	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4958) NORTHPARK MALL 101 RANGELINE ROAD JOPLIN, MO	\$0.00
1129	NORTHRIDGE CENTER 1703 LLC 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY COPORATION; PO BOX 502 NEW HYDE PARK, NY 11042-0020	S# 679	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #679) NORTHRIDGE SC 7891 WADSWORTH BLVD ARVADA, CO	\$7,661.80
1130	NORTHRIDGE OWNER LP C/O SRP PROPERTY MANAGEMENT LLC 796 NORTHRIDGE MALL SALINAS, CA 93906	S# 2767	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2767) NORTHRIDGE MALL 700 NORTHRIDGE MALL SALINAS, CA	\$7,552.76
1131	NORTHSIDE CENTRE LLC 696 N.E. 125TH STREET NORTH MIAMI, FL 33161	S# 1269	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1269) NORTHSIDE SC 7900 NW 27TH AVE MIAMI, FL	\$2,452.87
1132	NORTHTOWN CENTER INC. C/O H & H MANAGEMENT COMPANY 2920 FULLER AVENUE N.E. GRAND RAPIDS, MI 49505	S# 6552	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6552) NORTH TOWN CENTER 3508 PLAINFIELD AVE GRAND RAPIDS, MI	\$0.00
1133	NORTHWESTERN SIMON INC. 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 5462	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5462) 5TH AVENUE MALL 320 W 5TH AVENUE SUITE 241 ANCHORAGE, AK	\$12,078.35

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1134	NORTHWOODS MALL CMBS LLC 2150 NORTHWOODS BLVD #60 C/O CBL & ASSOCIATES MANAGEMENT INC NORTH CHARLESTON, SC 29406	S# 3471	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3471) NORTHWOODS MALL 2150 NORTHWOODS BLVD CHARLESTON, SC	\$5,171.46
1135	NORTHWOODS SHOPPING CENTER LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1745	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1745) NORTHWOODS MALL 4501 N WAR MEMORIAL DR PEORIA, IL	\$12,888.07
1136	NORWICH REALTY ASSOCIATES LLC 342 NORTH MAIN STREET SUITE 200 C/O KONOVER COMMERCIAL CORPORATION WEST HARTFORD, CT 06117	S# 4384	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4384) MARCUS PLAZA 624 W MAIN ST NORWICH, CT	\$5,716.06
1137	NOVOGRODER COMPANIES INC. 875 NORTH MICHIGAN AVENUE SUITE 3612 CHICAGO, IL 60611	S# 2493	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2493) 361 MAIN ST BELLEVILLE, NJ	\$11,692.94
1138	NSP LLC 11506 NICHOLAS STREET SUITE 100 C/O SUNSET MALL OMAHA, NE 68154	S# 85	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #85) SUNSET MALL 1700 MARKET LANE NORFOLK, NE	\$3,899.49
1139	NW ARKANSAS MALL REALTY LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE #304 GREAT NECK, NY 11021	S# 3617	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3617) NORTHWEST ARKANSAS MALL 4201 N SHILOH DR FAYETTEVILLE, AR	\$4,592.56
1140	NWC US 79/CR 122 LTD 4200 N LAMAR BLVD SUITE 200 C/O CENCOR REALTY SERVICES AUSTIN, TX 78756	S# 5513	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5513) PALM VALLEY PLAZA SHOPPING CENTER 4500 E PALM VALLEY BLVD ROUND ROCK, TX	\$3,203.21

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1141	OAK COURT MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 4440	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4440) OAK COURT MALL 4465 POPLAR AVE MEMPHIS, TN	\$2,439.39
1142	OAK LAWN CENTER 835 LLC C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK ROAD SUITE 100 NEW HYDE PARK, NY 11042-0020	S# 2369	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2369) OAK LAWN 4101 W 95TH ST OAK LAWN, IL	\$7,533.44
1143	OAK PARK MALL LLC 2030 HAMILTON PLACE BLVD CBL CENTER SUIT C/O CBL & ASSOCIATES MANAGEMENT INC; ATT CHATTANOOGA, TN 37421-6000	S# 4107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4107) OAK PARK MALL 11391 W 95TH ST OVERLAND PARK, KS	\$24,362.27
1144	OAKDALE MALL II LLC 210 ROUTE 4 EAST C/O VORNADO PARAMUS, NJ 07652	S# 3823	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3823) OAKDALE MALL 2A OAKDALE MALL JOHNSON CITY, NY	\$1,006.89
1145	OAKRIDGE MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 4953	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4953) WESTFIELD OAKRIDGE 925 BLOSSOM HILLS RD SUITE# 1024 SAN JOSE, CA	\$14,755.39
1146	OAKWOOD HILLS MALL LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT. CHICAGO, IL 60603-5060	S# 1580	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1580) OAKWOOD MALL 4800 GOLF RD EAU CLAIRE, WI	\$17,317.02
1147	OAKWOOD SHOPPING CENTER LLC 110 NORTH WACKER DRIVE ATTN: GGP LIMITED PARTNERSHIP CHICAGO, IL 60603-5060	S# 1623	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1623) OAKWOOD CENTER 197 WESTBANK EXPY GRETN, LA	\$3,418.40

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1148	OASG HAZLET LLC C/O ONYX EQUITIES LLC 900 ROUTE 9 NORTH SUITE 400 WOODBIDGE, NJ 07095	S# 1237	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1237) KMART SHOPPING CENTER 3062 STATE ROUTE 35 HAZLET, NJ	\$5,266.89
1149	OEKOS DUNDALK LLC 8300 GUILDFORD ROAD SUITE C C/O OEKOS MANAGEMENT COLUMBIA, MD 21046	S# 1369	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1369) 1417 MERRITT BLVD BALTIMORE, MD	\$5,869.00
1150	OHIO VALLEY MALL COMPANY C/O THE CAFARO COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 2852	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2852) OHIO VALLEY MALL 67800 MALL RING RD SAINT CLAIRSVILLE, OH	\$5,309.51
1151	OLDEN PLAZA SHOPPING CENTER LLC 928 WEST STATE STREET TRENTON, NJ 08618	S# 3547	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3547) OLDEN PLAZA 1632 N OLDEN AVE TRENTON, NJ	\$5,404.68
1152	OLIVER CREEK HOLDINGS LLLP ATTN: KEVIN HARRIS 1815 SOUTH HAMILTON STREET DALTON, GA 30720	S# 3127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3127) OLIVER CREEK CROSSING 6641 ATLANTA HYW MONTGOMERY, AL	\$5.00
1153	OLYMPIA LAND COMPANY LLC BY UNION REAL ESTATE CO. ITS MANAGER ONE OXFORD CENTRE 301 GRANT STREET SUITE 1250 PITTSBURGH, PA 15219-1629	S# 6399	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6399) OLYMPIA SHOPPING CENTER 4313 WALNUT STREET MCKEESPORT, PA	\$2,953.33
1154	OMACHE SHOPPING CENTER LLC 107 S. HOWARD SUITE 600 C/O BLACK REALTY MANAGEMENT SPOKANE, WA 99201	S# 3693	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3693) OMACHE SHOPPING CENTER 606 OMACHE DRIVE # F OMAK, WA	\$3,095.20

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1155	ONE CAP EQUITY LLC & MAJESTIC ADVISORS LLC 888 SOUTH FIGUEROA STREET SUITE 1900 DBA CENTRAL TOWNE SQUARE LOS ANGELES, CA 90017	S# 2304	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2304) LOMPOC CORNERS SHOPPING CENTER 663 W CENTRAL AVE LOMPOC, CA	\$0.00
1156	ONE ENERGY SHOPPING CENTER MANAGEMENT LLC; AND J JAC INVESTMENTS LLC 9041 TRASK AVENUE SUITE B GARDEN GROVE, CA 92844	S# 2689	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2689) ONE ENERGY SQUARE 3136 ANDREWS HWY ODESSA, TX	\$1,587.81
1157	ONE IMPERIAL PLAZA LP C/O CORELAND COMPANIES 17542 E 17TH STREET SUITE 420 TUSTIN, CA 92780	S# 1435	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1435) CRENSHAW/IMPERIAL SC 11312 CRENSHAW BLVD INGLEWOOD, CA	\$6,739.33
1158	ONE STORM LAKE PLAZA LLC 4967 SOUTH 155TH STREET ATTN: THOMAS E. SMITH OMAHA, NE 68137	S# 3549	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3549) 111 SALE BARN RD SUITE 9 STORM LAKE, IA	\$0.00
1159	ONE YONKERS ASSOCIATES L.L.C. 450 7TH AVENUE SUITE 701 NEW YORK, NY 10123-0101	S# 2815	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2815) 80 BROAD ST ELIZABETH, NJ	\$10,130.42
1160	ONTARIO MILLS LP 221 W WASHINGTON STREET C/O MILLSSERVICES CORP INDIANAPOLIS, IN 46204-3438	S# 5374	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5374) ONTARIO MILLS 1 MILLS CIRCLE ONTARIO, CA	\$21,520.68
1161	OPRY MILLS MALL LP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4181	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4181) OPRY MILLS MALL 390 OPRY MILLS DR NASHVILLE, TN	\$12,201.33

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1162	ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	54848	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 01/04/2013	\$0.00
1163	ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	54849	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDERING DOCUMENT DATED 05/30/2013	\$0.00
1164	ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	56825	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ORDERING DOCUMENT DATED 02/01/2013	\$0.00
1165	ORANGE PARK MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1291	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1291) ORANGE PARK MALL 1910 WELLS RD ORANGE PARK, FL	\$13,568.91
1166	ORLAND L.P. 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 4867	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4867) ORLAND SQUARE 602 ORLAND SQUARE ORLAND PARK, IL	\$19,095.06
1167	ORLANDO OUTLET OWNER LLC 105 EISENHOWER PARKWAY ROSELAND, NJ 07068	S# 2077	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2077) ORLANDO INTERNATIONAL PREMIUM OUTLETS 4977 INTERNATIONAL DR ORLANDO, FL	\$19,191.76
1168	OROVILLE PLAZA EL LLC 549 47TH AVENUE C/O GOLDEN PACIFIC REALTY SAN FRANCISCO, CA 94121	S# 464	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #464) OROVILLE PLAZA 1124 ORO DAM BLVD E OROVILLE, CA	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1169	OSBORNE CAPITAL LLC - C/O PEMBROKE COMPANIES INC. 70 EAST 55TH STREET 7TH FLOOR ATTN: LAWRENCE J COHEN JAY CHAZANOFF & C NEW YORK, NY 10022	S# 4126	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4126) 200 PASSAIC AVE UNIT 6 KEARNY, NJ	\$1,293.97
1170	OSBORNE PROPERTIES LP 4210 WEST OLD SHAKOPEE ROAD C/O KRAUS-ANDERSON REALTY COMPANY BLOOMINGTON, MN 55437	S# 686	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #686) BEMIDJI RETAIL CENTER 2219 PAUL BUNYAN DR NW 1 BEMIDJI, MN	\$5,296.14
1171	OVIEDO FUND LLC C/O URBAN RETAIL PROPERTIES LLC 1700 OVIEDO MALL BLVD OVIEDO, FL 32765	S# 5621	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5621) OVIEDO MARKETPLACE 1430 OVIEDO MARKETPLACE BLVD OVIEDO, FL	\$1,927.27
1172	OXFORD SOUTH PARK MALL LLC 124 JOHNSON FERRY ROAD ATLANTA, GA 30328	S# 1772	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1772) SOUTH PARK MALL 2310 SW MILITARY DR SAN ANTONIO, TX	\$12,527.28
1173	P1 GROUP 2150A S KANSAS AVE TOPEKA, KS 66611	49263	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT DATED 7/1/2009	\$0.00
1174	PACIFIC CARMEL MOUNTAIN PLAZA LP 11455 EL CAMINO REAL SUITE 200 SAN DIEGO, CA 92130	S# 4506	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4506) CARMEL MOUNTAIN PLAZA 11946 CARMEL MOUNTAIN RD SAN DIEGO, CA	\$9,968.54
1175	PACIFIC OAK PROPERTIES INC. 15335 CALLE ENRIQUE MORGAN HILL, CA 95037	S# 5187	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5187) PLAZA SAN BENITO 1760 AIRLINE HIGHWAY SUITE K HOLLISTER, CA	\$5,849.89

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1176	PADDOCK MALL LLC 180 EAST BROAD STREET 21ST FLOOR COLOMBUS, OH 43215	S# 1922	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1922) PADDOCK MALL 3100 SW COLLEGE RD STE 280A OCALA, FL	\$14,815.02
1177	PAIGE BROTHERS IRREVOABLE TRUST DATED MARCH 2 1996 PO BOX 2782 C/O GARY W PETERS TRUSTEE GUERNEVILLE, CA 95446-2782	S# 490	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #490) 1220 HIGHLAND AVENUE SELMA, AL	\$0.00
1178	PAL ASSOCIATES HARBORCREEK LLC C/O LEVCO SHOPPING CENTERS ONE WAYNE HILLS MALL WAYNE, NJ 07470	S# 4831	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4831) K MART CENTER EAST 4415 BUFFALO RD ERIE, PA	\$1,742.81
1179	PALISADES BIRMINGHAM LLC 3500 LENOX ROAD NE SUITE 200 C/O BRYANT MANAGEMENT SERVICES ATTN: CAS ATLANTA, GA 30328	S# 418	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #418) PALISADES SC 304 OXMOOR RD HOMEWOOD, AL	\$1,836.20
1180	PALMDALE CENTER DELAWARE INCHYPERICUM INTERESTS DELAWARE LLCDNN PALMDALE 22817 VENTURA BLVD SUITE 310 WOODLAND HILLS, CA 91364	S# 3711	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3711) PALO VERDE VILLAGE SC 2850 S PACIFIC AVE YUMA, AZ	\$1,775.25
1181	PALMER PARK LP 6901 SECURITY BLVD BALTIMORE, MD 21244	S# 3782	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3782) PALMER PARK MALL 149 PALMER PARK MALL EASTON, PA	\$6,416.67
1182	PALMETTO PARK ROAD ASSOCIATES LIMITED 4800 N FEDERAL HIGHWAY SUITE D307 BOCA RATON, FL 33431	S# 3846	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3846) 4395 BOCA SQUARE 21661 STATE ROAD 7 BOCA RATON, FL	\$0.00

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1183	PALOUSE MALL LLC C/O JAMESON COMMERCIAL PROPERTY MANAGEMENT PO BOX 2158 SPOKANE, WA 99210	S# 2150	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2150) PALOUSE EMPIRE MALL 1996 W PULLMAN RD MOSCOW, ID	\$0.00
1184	PARADISE VALLEY MALL SPE LLC 11801 N TATUM BLVD SUITE 205 C/O WESTCOR PARTNERS LLC PHOENIX, AZ 85028	S# 3676	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3676) PARADISE VALLEY MALL 4550 E CACTUS RD PHOENIX, AZ	\$3,882.42
1185	PARAMOUNT PLAZA AT NEW BRITE LLC 1195 RT 70 SUITE 2000 C/O PARAMOUNT REALTY SERVICES INC LAKEWOOD, NJ 08701	S# 6322	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6322) NEW BRITE S/C 220 E MAIN ST NEW BRITAIN, CT	\$5,125.00
1186	PARAMUS PARK SHOPPING CENTER LP ATTN: GENERAL COUNSEL C/O THE ROUSE COMPANY BUILDING COLUMBIA, MD 21044	S# 5757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5757) PARAMUS PARK MALL 1355 PARAMUS PARK PARAMUS, NJ	\$9,702.13
1187	PARK CITY CENTER BUSINESS TRUST 110 N. WACKER DR. RE: PARK CITY CENTER; GGPLP REAL ESTATE CHICAGO, IL 60606	S# 3281	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3281) PARK CITY CENTER 840 PARK CITY CENTER LANCASTER, PA	\$9,985.84
1188	PARK CITY CENTER BUSINESS TRUST 110 N. WACKER DRIVE C/O GGPLP REAL ESTATE INC; RE: PARK CITY CHICAGO, IL 60606	S# 4317	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4317) PARK CITY CENTER 1234 PARK CITY CTR LANCASTER, PA	\$9,773.93
1189	PARK MALL L.L.C. 110 NORTH WACKER DRIVE PARK PLACE MALL CHICAGO, IL 60606	S# 1002	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1002) PARK MALL 5870 E BROADWAY BLVD TUCSON, AZ	\$23,021.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1190	PARKWAY VILLAGE & CENTER C/O TALCOR COMMERCIAL INC 1018 THOMASVILLE ROAD SUITE 200A TALLAHASSEE, FL 32303	S# 371	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #371) PARKWAY SHOPPING CENTER 1231 APALACHEE PARKWAY TALLAHASSEE, FL	\$0.00
1191	PARTNERS MALL ABILENE LLC C/O RADIANT PARTNERS LLC; ATTN: DANIEL P 145 WEST 45TH STREET 10TH FLOOR NEW YORK, NY 10036	S# 630	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #630) MALL OF ABILENE 4310 BUFFALO GAP RD STE 1270 ABILENE, TX	\$4,882.91
1192	PASSAIC PLAZA ASSOCIATES LLC 358 FIFTH AVENUE SUITE 1405 NEW YORK, NY 10001	S# 5219	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5219) SHOP RITE S/C 122 8TH STREET UNIT A PASSAIC, NJ	\$50.00
1193	PAUL J. PRATHER C/O M.D. ATKINSON COMPANY INC. 1401 19TH STREET SUITE 400 BAKERSFIELD, CA 93301	S# 2564	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2564) NILES PLAZA S/C 6301 NILES ST BAKERSFIELD, CA	\$765.00
1194	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56652	PAYLESS SHOESOURCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 10/09/2012	\$0.00
1195	PAYLESS FINANCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	56665	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2000	\$0.00
1196	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57037	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) PROMISSORY NOTE DATED 10/09/2012	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1197	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57132	PAYLESS FINANCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2000	\$0.00
1198	PAYLESS SHOESOURCE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57135	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 02/01/2003	\$0.00
1199	PBA II LLC C/O CROSSPOINT REALTY SERVICES 303 SACRAMENTO STREET 3RD FLOOR SAN FRANCISCO, CA 94111	S# 2775	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2775) PENINSULA BROADWALK 340 WALNUT ST REDWOOD CITY, CA	\$7,291.00
1200	PCDF SPRING-WIN LLC C/O PROPERTY COMMERCE DIVIDEND FUND LP 8555 WESTHEIMER ROAD SUITE 100 HOUSTON, TX 77063	S# 2203	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2203) 21212 KUYKENDAHL UNIT K SPRING, TX	\$2,169.76
1201	PCK DEVELOPMENT COMPANY LLC C/O CATHERINE CHARUK RECEIVER UPO BOX 4011 KINGSTON, NY 12402	S# 3086	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3086) HUDSON VALLEY MALL 1300 ULSTER AVE KINGSTON, NY	\$0.00
1202	PDCM ASSOCIATES SE PO BOX 190858 ATTN: LEON WINER AVENUE CAMP RICO ESQ. 246/ CAROLINA PR/ SAN JUAN, PR 00919-0858	S# 1865	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #1865) PLAZA LAS FLORES CARR #14 PR KM.5.7 AIBONITO, PR	\$759.95
1203	PDG AMERICA SHOPPING CENTER LLC 11501 NORTHLAKE DRIVE C/O PHILLIPS EDISON & CO CINCINNATI, OH 45249	S# 770	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #770) BETHANY TOWNE CENTER 6135 N 35TH AVE PHOENIX, AZ	\$2,964.41

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1204	PEACHTREE MALL LLC 110 NORTH WACKER DRIVE C/O GENERAL GROWTH CHICAGO, IL 60606	S# 3114	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3114) PEACHTREE MALL 3131 MANCHESTER EXPRESSWAY COLUMBUS, GA	\$3,820.35
1205	PEAR TREE RETAIL I LLC 530 B STREET SUITE 2050 SAN DIEGO, CA 92101	S# 484	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #484) PEAR TREE S/C 211 N ORCHARD AVE UKIAH, CA	\$5,607.24
1206	PEARLAND TOWN CENTER LIMITED PARTNERSHIP CBL & ASSOCIATES MANAGEMENT INC. 2030 HAMILTON PLACE BLVD CBL CENTER SUIT CHATTANOOGA, TN 37421-6000	S# 691	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #691) PEARLAND TOWN CENTER 11200 BROADWAY PEARLAND, TX	\$4,835.13
1207	PECANLAND MALL LLC C/O GENERAL GROWTH PROPERTIES LEGAL DEPT 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 1382	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1382) PECANLAND MALL 4700 MILLHAVEN RD MONROE, LA	\$5,759.82
1208	PELICAN INVESTMENTS 888 LLC 888 S DISNEYLAND DRIVE SUITE 101 ANAHEIM, CA 92802	S# 2837	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2837) 13102 HARBOR BLVD GARDEN GROVE, CA	\$5,000.00
1209	PEMBROKE LAKES MALL LTD - C/O PEMBROKE LAKES MALL 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 4417	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4417) PEMBROKE LAKES MALL 11401 PINES BLVD PEMBROKE PINES, FL	\$20,426.07
1210	PEMBROKE SQUARE ASSOCIATES LLC ATTN: ASSET MANAGER/PEMBROKE MALL 4460 CORPORATION LANE SUITE 300 VIRGINIA BEACH, VA 23462	S# 3142	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3142) PEMBROKE MALL 4554 VIRGINIA BEACH BLVD VIRGINIA BEACH, VA	\$1,223.82

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1211	PENGOULD LLC PO BOX 146 HAWTHORNE, NY 10532	S# 1152	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1152) TOWN WEST SHOPPING CENTER 2505 W KINGS HIGHWAY PARAGOULD, AR	\$0.00
1212	PENN DCII LLC 1200 COUNTY ROAD 406 TALPA, TX 76882	S# 5087	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5087) DURANGO TOWNE CENTER 1135 S CAMINO DEL RIO DURANGO, CO	\$2,789.82
1213	PENN HILLS ASSOCIATES THREE GATEWAY CENTER SUITE 200; 401 LIBE C/O THE FIRST CITY COMPANY PITTSBURGH, PA 15222	S# 6407	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6407) PENN HILLS 56 FEDERAL DR PITTSBURGH, PA	\$0.00
1214	PENN ROSS JOINT VENTURE 225 W. WASHINGTON STREET C/O SIMON PROPERTY GROUP INDIANAPOLIS, IN 46204-3438	S# 1697	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1697) ROSS PARK MALL 1000 ROSS PARK MALL DR PITTSBURGH, PA	\$20,471.28
1215	PENNNMARK COVENTRY HOLDING LLC 1000 GERMANTOWN PIKE SUITE A-2 ATTN: R. SICHELSTIEL PLYMOUTH MEETING, PA 19462	S# 2816	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2816) COVENTRY MALL 351 W SCHUYLKILL RD POTTSTOWN, PA	\$2,211.13
1216	PENNSVILLE ACQUISITION LLC C/O METRO COMMERCIAL 307 FELLOWSHIP ROAD SUITE 300 MOUNT LAUREL, NJ 08054	S# 5167	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5167) PENNSVILLE S/C 251 N BROADWAY AVE #48 PENNSVILLE, NJ	\$0.00
1217	PERIMETER MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPT CHICAGO, IL 60606	S# 3956	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3956) PERIMETER MALL 4400 ASHFORD DUNWOODY RD ATLANTA, GA	\$5,266.45

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1218	PERMELYN OF BRIDGEHAMPTON 360 LLC 3333 NEW HYDE PARK RD SUITE 100 P.O. BOX 5020 NEW HYDE PARK, NY 11042-0020	S# 5512	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5512) BRIDGEHAMPTON COMMONS 2024 MONTAUK HWY BRIDGEHAMPTON, NY	\$8,532.27
1219	PETER M. ROBBINS SUCCESSOR TRUSTEE FOR TAMZIN M. MCMINN ET ALS 1150 W. CHESTNUT STREET C/O THE ROBBINS AGENCY UNION, NJ 07083	S# 3689	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3689) UNION PLAZA SHOPPING CENTER 2401 RT 22 UNION, NJ	\$19,710.72
1220	PETER P. BOLLINGER INVESTMENT COMPANY 540 FULTON AVENUE C/O INTER-CAL REAL ESTATE CORPORATION SACRAMENTO, CA 95825	S# 3209	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3209) LAKECREST VILLAGE CENTER 994 FLORIN RD SACRAMENTO, CA	\$4,138.86
1221	PGS BURLINGTON LLC & TOWER BURLINGTON LLC C/O COLLETT & ASSOCIATES PO BOX 36799; ATTN: LEGAL DEPT CHARLOTTE, NC 28236-6799	S# 4090	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4090) UNIVERSITY COMMONS 1469 UNIVERSITY DR BURLINGTON, NC	\$3,924.44
1222	PHEASANT LANE REALTY TRUST C/O SIMON MANAGEMENT ASSOCIATES 7604 PHEASANT LAND MALL 22917 NETWORK PL CHICAGO, IL 60673	S# 5655	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5655) PHEASANT LANE MALL 310 DANIEL WEBSTER HWY NASHUA, NH	\$18,753.43
1223	PHENIX LABEL COMPANY 11610 S. ALDEN ST OLATHE, KS 66062	57252	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/05/2013	\$0.00
1224	PHYLLIS ATTERBURY LOYKO AND LANE LOYKO 316 MIDVALLEY CENTER #272 CARMEL, CA 93923	S# 5009	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5009) WESTFIELD CENTER 9409 SHERIDAN BLVD WESTMINSTER, CO	\$5,100.18

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1225	PIEDMONT ASSOCIATES LLC - C/O PASBJERG DEV CO PO BOX 384 651 MORRIS TURNPIKE/SPRINGFIELD NJ 07081 SHORT HILLS, NJ 07078	S# 4394	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4394) LACEY MALL 344 MAIN ST LANOKA HARBOR, NJ	\$5,237.00
1226	PIER PARK LLC C/O M.S. MANAGEMENT ASSOCIATES INC 225 WEST WASHINGTON INDIANAPOLIS, IN 46204	S# 600	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #600) PIER PARK SHOPPING CENTER 15565 STARFISH ST PANAMA CITY BEACH, FL	\$2,649.25
1227	PIERRE BOSSIER MALL LLC ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 1748	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1748) PIERRE BOSSIER MALL 2950 E TEXAS ST BOSSIER CITY, LA	\$4,092.81
1228	PINE RIDGE MALL JC LLC PO BOX 104960 JEFFERSON CITY, MO 65110	S# 2364	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2364) PINE RIDGE MALL 4155 YELLOWSTONE AVE # 182 CHUBBUCK, ID	\$795.00
1229	PK I CANYON RIDGE PLAZA LLC 3333 NEW HYDE PARK ROAD C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 4186	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4186) CANYON RIDGE PLAZA 26125 104TH AVENUE SE KENT, WA	\$4,521.65
1230	PK I CHINO TOWN SQUARE LP 3333 NEW HYDE PARK ROAD C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 1168	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1168) CHINO TOWN CENTER 5533 PHILADELPHIA ST CHINO, CA	\$8,402.09
1231	PK I FASHION FAIRE PLACE LP 3333 NEW HYDE PARK ROAD C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 1553	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1553) FASHION FAIRE PLACE 15100 HESPERIAN BLVD SAN LEANDRO, CA	\$12,477.73

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1232	PK I GRESHAM TOWN FAIR LLC 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY CORPORATION ATTN: LEGA NEW HYDE PARK, NY 11042	S# 6472	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6472) GRESHAM TOWN FAIR S/C 302 NW EASTMAN PKWY GRESHAM, OR	\$7,437.59
1233	PK I LA VERNE TOWN CENTER LP C/O KIMCO REALTY CORPORATION ATTN: LEGA 1621-B SOUTH MELROSE DRIVE VISTA, CA 92081	S# 2725	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2725) LA VERNE TOWNE CENTER 2418 FOOTHILL BLVD UNIT A LA VERNE, CA	\$6,487.20
1234	PK I PAVILLIONS PLACE LP 3333 NEW HYDE PARK ROAD SUITE 100 / PO B C/O KIMCO REALTY CORPORATION ATTN: LEGA NEW HYDE PARK, NY 11042-0020	S# 1644	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1644) THE PAVILION 16408 BEACH BLVD WESTMINSTER, CA	\$13,386.59
1235	PK II LARWIN SQUARE SC LP 3333 NEW HYDE PARK ROAD; SUITE 100; PO B C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 1692	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1692) LARWIN SQUARE 616 E FIRST STREET TUSTIN, CA	\$6,366.67
1236	PK III TACOMA CENTRAL LLC 3333 NEW HYDE PARK ROAD SUITE 100 / PO B C/O KIMCO REALTY CORPORATION - ATTN: LEG NEW HYDE PARK, NY 11042-0020	S# 1880	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1880) TACOMA CENTRAL SC 3304 S 23RD ST TACOMA, WA	\$9,974.03
1237	PL CHERRYDALE POINT LLC 3333 NEW HYDE PARK RD SUITE 100; PO BOX C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042-0020	S# 1525	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1525) CHERRYDALE POINT SC 1508 POINTSET HWY GREENVILLE, SC	\$4,377.42
1238	PL MESA PAVILIONS LLC - C/O KIMCO REALTY CORPORATION 3333 NEW HYDE PARK ROAD SUITE 100 / PO B ATTN: LEGAL DEPARTMENT NEW HYDE PARK, NY 11042-0020	S# 4823	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4823) SUPERSTITION SPRINGS S/C 1455 S POWER ROAD STE 101 MESA, AZ	\$7,003.06

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1239	PLAZA 15-5 LLC 3 MANHATTANVILLE ROAD SUITE 202 PURCHASE, NY 10577-2117	S# 5028	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5028) KOHL'S PLAZA 1248 S BROAD STREET WALLINGFORD, CT	\$5,324.25
1240	PLAZA AT HIGHLANDS RANCH LLC 3600 AMERICAN BLVD WEST SUITE 750 C/O UNITED PROPERTIES INVESTMENT LLC BLOOMINGTON, MN 55431	S# 4193	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4193) THE PLAZA AT HIGHLANDS RANCH 1970 E COUNTY LINE ROAD LITTLETON, CO	\$1,125.90
1241	PLAZA BONITA LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 2792	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2792) PLAZA BONITA MALL 3030 PLAZA BONITA RD NATIONAL CITY, CA	\$26,669.06
1242	PLAZA CAROLINA MALL LP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 141	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #141) PLAZA CAROLINA 65 INFANTRY CAROLINA, PR	\$31,950.79
1243	PLAZA DEL CARIBE S.E. P.O. BOX 363268 SAN JUAN, PR 00936-3268	S# 4205	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4205) PLAZA DEL CARIBE 2050 PONCE BY PASS PONCE, PR	\$13,239.90
1244	PLAZA LAS AMERICAS INC. PO BOX 363268 SAN JUAN, PR 00936-3268	S# 286	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #286) PLAZA LAS AMERICAS 525 ROOSEVELT AVE SAN JUAN, PR	\$27,071.78
1245	PLAZA MAYOR LLC C/O P & L MANAGEMENT PO BOX 253 PALOS VERDES ESTATES, CA 90274	S# 5269	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5269) PACIFIC PLAZA SC 5001 PACIFIC COAST HWY TORRANCE, CA	\$2,500.00

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1246	PLAZA WEST COVINA LP 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 2743	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2743) PLAZA WEST COVINA 675 PLAZA DRIVE WEST COVINA, CA	\$22,912.60
1247	PLP COTTONWOOD LLC C/O SAF INVESTMENTS PO BOX 6166 SCOTTSDALE, AZ 85261	S# 3435	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3435) COTTONWOOD PLAZA 1100 S STATE ROUTE 260 COTTONWOOD, AZ	\$3,574.24
1248	POM-COLLEGE STATION LLC CBL & ASSOCIATES LP 1500 HARVEY ROAD COLLEGE STATION, TX 77840	S# 2860	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2860) POST OAK MALL 1500 HARVEY RD COLLEGE STATION, TX	\$9,771.85
1249	PORT CHARLOTTE MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3316	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3316) PORT CHARLOTTE TOWN CENTER 1441 TAMAIMI TRAIL PORT CHARLOTTE, FL	\$4,889.53
1250	PORT HURON REALTY PARTNERS LLC 1837 PINE GROVE AVENUE PORT HURON, MI 48060	S# 3834	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3834) COLONIAL SHOPPING CENTER 2836 PINE GROVE AVE PORT HURON, MI	\$1,750.50
1251	PORT OF SALE 41-42 KONGENS GADE PO BOX 870 ST. THOMAS, 804 VIRGIN ISLANDS	S# 2281	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2281) HAVENSIGHT PORT OF SAIL 9100 HAVENSIGHT #22-24 ST THOMAS, VI	\$15,083.46
1252	PORT ORANGE TOWN CENTER LLC C/O CBL & ASSOCIATES MANAGEMENT INC CBL CENTER SUITE 500 2030 HAMILTON PLACE BOULEVARD CHATTANOOGA, TN 37421-6000	S# 3525	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3525) THE PAVILION AT PORT ORANGE 5521 S WILLIAMSON BLVD PORT ORANGE, FL	\$5,765.55

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1253	PORTERWOOD SHOPPING CENTER INVESTMENTS LLC 1700 POST OAK BLVD 2 BLVD PLACE SUITE 25 C/O NEWMARK GRUBB KNIGHT FRANK HOUSTON, TX 77056	S# 2453	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2453) PORTERWOOD SHOPPING CENTER 23741 HWY 59 PORTER, TX	\$3,601.53
1254	PORTSMOUTH ASSOCIATES LLC 1775 WOODSTOCK ROAD SUITE 150 ROSWELL, GA 30075	S# 1565	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1565) VICTORY CROSSING 4010 VICTORY BLVD PORTSMOUTH, VA	\$4,380.00
1255	POTTSVILLE COMMONS LLC TIC ET AL C/O MALACHITE GROUP 48 EAST OLD COUNTRY ROAD SUITE #202 MINEOLA, NY 11501	S# 4085	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4085) FAIRLANE VILLAGE MALL 7154 FAIRLANE VILLAGE POTTSVILLE, PA	\$4,751.22
1256	POUGHKEEPSIE GALLERIA LLC THE CLINTON EXCHANGE 4 CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 3026	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3026) POUGHKEEPSIE GALLERIA 2001 SOUTH RD POUGHKEEPSIE, NY	\$24,152.62
1257	PPB 2821 BOCA CHICA LLC 4629 MACRO DRIVE SAN ANTONIO, TX 78218	S# 5579	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5579) 2821 BOCA CHICA BOULEVARD SUITE 103 BROWNSVILLE, TX	\$6,523.05
1258	PPF RTL ROSEDALE SHOPPING CENTER LLC C/O MORGAN STANLEY REAL ESTATE ADVISOR I 1585 BROADWAY; 37TH FLOOR NEW YORK, NY 10036	S# 3929	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3929) ROSEDALE CENTER 410 ROSEDALE CENTER ROSEVILLE, MN	\$6,682.89
1259	PR BEAVER VALLEY LP ATTN: BEAVER VALLEY MALL MGMT 570 ROUTE 18 MONACA, PA 15061	S# 2851	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2851) BEAVER VALLEY MALL 210 RTE 18 MONACA, PA	\$928.58

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1260	PR CAPITAL CITY LP 200 SOUTH BROAD STREET THE BELLEVUE THIR C/O PREIT SERVICES LLC; ATTN: GENERAL CO PHILADELPHIA, PA 19102	S# 3921	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3921) CAPITAL CITY MALL 3517 CAPITAL CITY MALL DR CAMP HILL, PA	\$13,733.52
1261	PR CHERRY HILL STW LLC 200 SOUTH BROAD STREET 3RD FLOOR THE BEL C/O PENNSYLVANIA REAL ESTATE INVESTMENT PHILADELPHIA, PA 19102	S# 4591	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4591) CHERRY HILL MALL 2000 ROUTE 38 UNIT 1013 CHERRY HILL, NJ	\$29,147.11
1262	PR EXTON SQUARE PROPERTY LP C/O PREIT SERVICES LP & PREIT SERVICES L 200 S BROAD STREET THIRD FLOOR; EXTON SQ PHILADELPHIA, PA 19102	S# 4356	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4356) EXTON SQUARE MALL 182 EXTON SQUARE MALL EXTON, PA	\$462.74
1263	PR FINANCING LIMITED PARTNERSHIP 200 SOUTH BROAD STREET 3RD FLOOR PHILADELPHIA, PA 19102	S# 1155	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1155) FRANCIS SCOTT KEY MALL 5500 BUCKEYSTOWN PIKE FREDERICK, MD	\$10,857.85
1264	PR FINANCING LIMITED PARTNERSHIP 200 SOUTH BROAD STREET 3RD FLOOR PHILADELPHIA, PA 19102	S# 3852	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3852) VALLEY VIEW MALL 3800 STATE ROAD 16 LA CROSSE, WI	\$8,433.23
1265	PR HARBOUR VIEW EAST LLC 8080 PARK LANE SUITE 800 C/O CBRE INC DALLAS, TX 75231	S# 1656	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1656) HARBOR VIEW STATION 6255 COLLEGE DR SUFFOLK, VA	\$2,578.00
1266	PR LOGAN VALLEY LP 5580 GOODS LANE SUITE 1 ATTN: GENERAL MANAGER ALTOONA, PA 16602	S# 3965	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3965) LOGAN VALLEY MALL 740 LOGAN VALLEY MALL ALTOONA, PA	\$5,290.38

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1267	PR MAGNOLIA LLC C/O PREIT SERVICES LLC 200 S. BROAD S THE BELLEVUE 3RD FLOOR ATTN: GENERAL PHILADELPHIA, PA 19102	S# 4458	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4458) MAGNOLIA MALL 2701 DAVID H MCLEOD BLVD FLORENCE, SC	\$3,333.33
1268	PR NORTH DARTMOUTH LLC C/O PREIT SERVICES LLC ATTN: GENERAL COU 200 SOUTH BROAD STREET THE BELLEVUE 3RD PHILADELPHIA, MA 02747-4200	S# 4011	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4011) NORTH DARTMOUTH MALL 102 N DARTMOUTH MALL NORTH DARTMOUTH, MA	\$16,168.94
1269	PR PATRICK HENRY LLC 12300 JEFFERSON AVENUE SUITE 777 NEWPORT NEWS, VA 23602	S# 2968	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2968) PATRICK HENRY MALL 12300 JEFFERSON AVE NEWPORT NEWS, VA	\$12,243.47
1270	PR PLYMOUTH MEETING LP C/O PREIT RUBIN INC 200 SOUTH BROAD STREET 3RD FL PHILADELPHIA, PA 19102	S# 4473	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4473) PLYMOUTH MEETING MALL 500 W GERMAN TOWN PIKE PLYMOUTH MEETING, PA	\$5,746.39
1271	PR PRINCE GEORGES PLAZA LLC 3500 EAST WEST HWY HYATTSVILLE, MD 20782	S# 1733	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1733) PRINCE GEORGES PLAZA 3500 EAST-WEST HWY HYATTSVILLE, MD	\$20,102.86
1272	PR VALLEY LIMITED PARTNERSHIP #1747 200 SOUTH BROAD STREET 3RD FLOOR PHILADELPHIA, PA 19102	S# 1747	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1747) VALLEY MALL 17301 VALLEY MALL RD HAGERSTOWN, MD	\$12,716.15
1273	PR VIEWMONT LP C/O PREIT SERVICES LLC - ATTN: DIRECTOR 200 SOUTH BROAD STREET 3RD FLOOR PHILADELPHIA, PA 19102	S# 1775	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1775) VIEWMONT MALL 800 VIEWMONT MALL SCRANTON, PA	\$15,258.36

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1274	PR WOODLAND LIMITED PARTNERSHIP C/O PREIT SERVICES LLC; ATTN: DIRECTOR O 200 SOUTH BROAD STREET THE BELLVUE THIRD PHILADELPHIA, PA 19102	S# 1859	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1859) WOODLAND MALL 3135 28TH ST SE GRAND RAPIDS, MI	\$14,616.73
1275	PR WYOMING VALLEY LP C/O PREIT SERVICES LLC; ATTN: DIR OF LEG 200 SOUTH BROAD STREET THE BELLVUE THIRD PHILADELPHIA, PA 19102	S# 3943	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3943) WYOMING VALLEY MALL 9 WYOMING VALLEY MALL WILKES BARRE, PA	\$14,869.79
1276	PREMIER CONSULTING, LLC 1013 OAK TREE DRIVE LAWRENCE, KS 66049	56995	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONSULTING AGREEMENT DATED 01/02/2017	\$0.00
1277	PREP HANOVER REAL ESTATE LLC C/O PECO REAL ESTATE PARTNERS LLC 1790 BONANZA DRIVE SUITE 201; ATTN: SARA PARK CITY, UT 84060	S# 4761	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4761) HANOVER MALL 1775 WASHINGTON ST HANOVER, MA	\$6,245.00
1278	PRIMESTOR CFIC/CG LLC 201 SOUTH FIGUEROA STREET SUITE 300 ATTN: ELENA CHAVEZ LOS ANGELES, CA 90012	S# 2609	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2609) PANORAMA MALL 19 PANORAMA MALL PANORAMA CITY, CA	\$11,154.97
1279	PRIMESTOR UTAH SPARKS LLC 201 SOUTH FIGUEROA STREET SUITE 300 LOS ANGELES, CA 90012	S# 2274	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2274) PARADISE PLAZA 2229 ODDIE BLVD SPARKS, NV	\$3,152.14
1280	PRINCE KUHIO PLAZA LLC 110 NORTH WACKER CHICAGO, IL 60606	S# 4426	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4426) PRINCE KUHIO PLAZA 111 E PUAINAKO ST HILO, HI	\$9,072.85

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1281	PROGRESS TRUST INC. 1501 NORTH BROAD STREET 2ND FLOOR ATTN: ANITA CHAPPELL PHILADELPHIA, PA 19122	S# 1867	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1867) PROGRESS PLAZA 1501 N BROAD ST PHILADELPHIA, PA	\$6,746.97
1282	PV TWIN L.C. 1485 POLE LINE ROAD EAST SUITE OFC C/O MAGIC VALLEY MALL TWIN FALLS, ID 83301	S# 127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #127) BRECKENRIDGE FARM SHOPPING CENTER 1605 N BLUE LAKE BLVD TWIN FALLS, ID	\$3,734.34
1283	PYRAMID WALDEN COMPANY L.P. THE CLINTON EXCHANGE 4 CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202-1078	S# 3263	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3263) WALDEN GALLERIA C202 WALDEN GALLERIA CHEEKTOWAGA, NY	\$25,574.73
1284	QKC MAUI OWNER LLC 600 MONTGOMERY STREET 40TH FLOOR SELIGMAN WESTERN PROPERTIES ATTN: DANNY SAN FRANCISCO, CA 94111	S# 4772	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4772) QUEEN KAAHUMANU CENTER 275 KAAHUMANU AVENUE KAHULUI, HI	\$13,613.92
1285	QUAIL SPRINGS MALL C/O GGP LIMITED PARTNERSHIP 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 1872	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1872) QUAIL SPRINGS MALL 2501 W MEMORIAL RD OKLAHOMA CITY, OK	\$5,897.11
1286	QUAKER BRIDGE MALL LLC C/O QUAKER ASSOCIATES LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 5710	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5710) QUAKER BRIDGE MALL 150 QUAKER BRIDGE MALL LAWRENCEVILLE, NJ	\$13,434.08
1287	QUAKER TWOSOME LLC C/O LEVY PROPERTIES 60 EAST 42ND STREET SUITE 1651 NEW YORK, NY 10165	S# 4805	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4805) 3773 NOSTRAND AVE BROOKLYN, NY	\$6,448.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1288	QUINCY-CULLINAN LLC C/O CULLINAN PROPERTIES 420 NORTH MAIN STREET EAST PEORIA, IL 61611	S# 133	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #133) QUINCY MALL 3255 BROADWAY QUINCY, IL	\$1,907.58
1289	QUOC C. TRINH QUACH & SHARI LHI QUACH 512 OLYMPIA BAY LAREDO, TX 78041-1944	S# 4602	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4602) BORDER CROSSING CBD 1119 FARRAGUT ST LAREDO, TX	\$6,741.06
1290	R AND E TRUST 1401 79TH STREET CAUSEWAY C/O SUNBEAM PROPERTIES MIAMI, FL 33141	S# 3881	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3881) IVES PLAZA 19946 NW 2ND AVE MIAMI, FL	\$666.47
1291	R V MANAGEMENT COMPANY 9100 BATTLEPOINT DRIVE NE BAINBRIDGE ISLAND, WA 98110-1482	S# 4798	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4798) NORTH CREEK PLAZA MAR 7411 SAN DARIO LAREDO, TX	\$10,733.63
1292	R&M IDAHO LLC C/O MARALYN LOWELL PO BOX 7 RIRIE, ID 83443	S# 4420	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4420) MOUNTAIN RIVER PLAZA 510 N 2ND E STE 1 REXBURG, ID	\$2,319.91
1293	R.D ELMWOOD ASSOCIATES L.P. 411 THEODORE FREMD AVENUE SUITE 300 ATTN: GENERAL COUNSEL RYE, NY 10580	S# 3849	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3849) ELMWOOD PARK SHOPPING CENTER 100 BROADWAY ELMWOOD PARK, NJ	\$12,850.83
1294	R.K. NEWPORT I LLC 50 CABOT STREET; SUITE 200 C/O R.K. ASSOCIATES NEEDHAM, MA 02494	S# 4829	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4829) RK NEWPORT TOWNE CENTER 199 CONNELL HWY NEWPORT, RI	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1295	R/M VACAVILLE LTD LP 710 SOUTH BROADWAY SUITE 211 VACAVILLE COMMONS THE RODDE COMPANY WALNUT CREEK, CA 94596	S# 4413	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4413) VACAVILLE COMMONS 2060 HARBISON DR VACAVILLE, CA	\$6,551.28
1296	RAE-ME NORTH CAROLINA LLC PO BOX 807 C/O NISSAN PROPERTIES LLC OAKHURST, NJ 07755	S# 3815	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3815) PREMIER LANDING SC 255 PREMIER BLVD ROANOKE RAPIDS, NC	\$1,749.38
1297	RAINBOW INVESTMENT COMPANY 591 CAMINO DE LA REINA SUITE 900 SAN DIEGO, CA 92108	S# 3315	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3315) GROSSMONT CENTER 5500 GROSSMONT CENTER DR LA MESA, CA	\$5,326.52
1298	RAISIN INDUSTRIES LLC C/O BEDROCK DETROIT 1092 WOODWARD AVENUE DETROIT, MI 48226	S# 6711	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6711) TOWER CITY CENTER 230 W HURON ROAD CLEVELAND, OH	\$1,201.03
1299	RALPH SCHLESINGER COMPANY LLC 610 S.W. ALDER STREET SUITE 1221 PORTLAND, OR 97205	S# 4320	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4320) 606 SW ALDER ST PORTLAND, OR	\$8,652.74
1300	RAP EAST LLC C/O PLISKIN REALTY MANAGEMENT LLC; ATTN: 591 STEWART AVENUE SUITE 100 GARDEN CITY, NY 11530	S# 5121	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5121) 6079 JERICHO TURNPIKE COMMACK, NY	\$11,806.00
1301	RASCAL ENTERPRISES SWFL INC 1322 CALOOSA VISTA RD FORT MYERS, FL 33901	S# 1890	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1890) 3792 CLEVELAND AVE FORT MYERS, FL	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1302	RAYMOND CHOY AND LORRAINE CHOY 170 23RD AVENUE SAN FRANCISCO, CA 94121	S# 1698	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1698) 1359 E MANNING AVE REEDLEY, CA	\$2,816.67
1303	RB QUAKERTOWN LP C/O KIMCO REALTY MID-ATLANTIC REGION 1954 GREENSPRING DRIVE SUITE 330 TIMONIUM, MD 21093	S# 6586	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6586) RICHLAND MARKETPLACE 644 NORTH WEST END BOULEVARD QUAKERTOWN, PA	\$5,386.25
1304	RCC CENTRE AT LILBURN LLC C/O HACKNEY REAL ESTATE SERVICES PO BOX 17710 RICHMOND, VA 23226	S# 4089	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4089) CENTRE AT LILBURN 4030 LAWRENCEVILLE HIGHWAY LILBURN, GA	\$199.61
1305	RCC WALNUT CREEK PLAZA LLC C/O HACKNEY REAL ESTATE SERVICES PO BOX 17710 RICHMOND, VA 23226	S# 862	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #862) WALNUT CREEK PLAZA 1461 GRAY HWY MACON, GA	\$525.00
1306	RCG-PASCAGOULA LLC 3060 PEACHTREE RD NW SUITE 400 ATLANTA, GA 30305	S# 376	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #376) 4239 DENNY AVE PASCAGOULA, MS	\$3,461.80
1307	RD ABINGTON ASSOCIATES L.P. 411 THEODORE FREMD AVENUE SUITE 300 ATTN: GENERAL COUNSEL RYE, NY 10580	S# 5045	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5045) ABINGTON TOWNE CENTER 1475 OLD YORK ROAD ABINGTON, PA	\$9,295.66
1308	REBUILT REALTY CORP. 57-52 49TH PLACE MASPETH, NY 11378	S# 4580	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4580) 1285-A BROADWAY BROOKLYN, NY	\$1,620.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1309	REEF MCMINNVILLE PLAZA LLC C/O WASHINGTON CAPITAL MANAGEMENT INC 1200 SIXTH AVENUE SUITE 700 SEATTLE, WA 98101	S# 1488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1488) MCMINNVILLE PLAZA 2280 N HIGHWAY 99W MCMINNVILLE, OR	\$4,258.27
1310	REGO II BORROWER LLC 210 ROUTE 4 EAST C/O VORNADO REALTY TRUST PARAMUS, NJ 07652	S# 5125	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5125) REGO CENTER 61-35 JUNCTION BOULEVARD REGO PARK, NY	\$26,578.25
1311	REIN WARSAW ASSOCIATES LP 75 REMITTANCE DRIVE DEPT 6907 CHICAGO, IL 60675-6907	S# 655	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #655) MARKET PLACE OF WARSAW 2818 FRONTAGE RD WARSAW, IN	\$0.00
1312	RELIANT ENERGY NORTHEAST LLC D/B/A/ NRG BUSINESS SOLUTIONS ("NRG") NRG TOWER 1201 FANNIN ST. HOUSTON, TX 77002	57198	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT ELECTRIC ENERGY MASTER SALES AGREEMENT DATED 11/22/2013	\$0.00
1313	RELIANT ENERGY NORTHEAST LLC D/B/A/ NRG BUSINESS SOLUTIONS ("NRG") NRG TOWER 1201 FANNIN ST. HOUSTON, TX 77002	57205	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT ENERGY TRANSACTION CONFIRMATION DATED 11/22/2015 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1314	RELIANT ENERGY RETAIL SERVICES, LLC ("RELIANT") ATTN: RELIANT CONTRACT MANAGEMENT NRG TOWER 1201 FANNIN HOUSTON, TX 77002	57210	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT TRANSACTION CONFIRMATION DATED 11/22/2013	\$0.00
1315	RENAISSANCE PARTNERS I LLC 8235 DOUGLAS AVE SUITE 655 DALLAS, TX 75225	S# 64	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #64) PUEBLO MALL 3545 DILLON DR PUEBLO, CO	\$6,673.25

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1316	REQUERDO COMPANY 21 REYNOLDS ROAD GLEN COVE, NY 11542	S# 4525	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4525) 1085 OLD COUNTRY RD RIVERHEAD, NY	\$9,992.56
1317	RETAIL STRATEGIES LLC 10739 DEERWOOD PARK BLVD SUITE 300 JACKSONVILLE, FL 32256	S# 2638	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2638) MANDARIN CORNERS SC 10991 SAN JOSE BLVD JACKSONVILLE, FL	\$8,245.49
1318	REVENUE PROPERTIES LANTANA INC 2542 WILLIAMS BOULEVARD C/O MORGUARD MANAGEMENT COMPANY INC KENNER, LA 70062	S# 4353	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4353) LANTANA PLAZA SHOPPING CENTER 5970A JOG RD LAKE WORTH, FL	\$12,221.73
1319	REVENUE PROPERTIES SOUTHLAND LTD PARTNERSHIP 2542 WILLIAMS BLVD C/O MORGUARD MANAGEMENT COMPANY INC KENNER, LA 70062	S# 384	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #384) SOUTHLAND MALL 5953 W PARK AVE SUITE 3013 HOUMA, LA	\$4,405.94
1320	REVENUE PROPERTIES TOWN AND COUNTRY INC C/O MORGUARD MANAGEMENT COMPANY INC; ATT 2542 WILLIAMS BOULEVARD KENNER, FL 70062	S# 1265	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1265) TOWN AND COUNTRY SC 205 HWY 19 SOUTH PALATKA, FL	\$3,148.84
1321	RICHARD M. MARVIN 9238 CARLSWOOD COURT RALEIGH, NC 27613	S# 4820	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4820) 1600 EAST FRANKLIN BLVD GASTONIA, NC	\$0.00
1322	RICHARD MENKIN P.O. BOX 243 CHEYENNE, WY 82003	S# 78	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #78) 1511 LOGAN AVE CHEYENNE, WY	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1323	RICHMOND MALL PARTNERS LLC C/O USC-TEXAG LLC 11701 BEE CAVES ROAD SUITE 262 AUSTIN, TX 78738	S# 5353	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5353) RICHMOND MALL 424 RICHMOND MALL RICHMOND, KY	\$0.00
1324	RICHMOND TOWN SQUARE REALTY HOLDING LLC AND SOUTHBRIDGE MALL REALTY HOLDING LLC TIC 691 RICHMOND ROAD RICHMOND HEIGHTS, OH 44143	S# 4084	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4084) RICHMOND TOWN SQUARE 691 RICHMOND RD RICHMOND HEIGHTS, OH	\$0.00
1325	RICH-TAUBMAN ASSOCIATES 200 EAST LONG LAKE ROAD PO BOX 200 BLOOMFIELD HILLS, MI 48303-0200	S# 262	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #262) STAMFORD TOWN CENTER 100 GREYROCK PLACE STAMFORD, CT	\$7,032.22
1326	RICOH USA, INC. 1516 W. 17TH ST. TEMPE, AZ 85281	57294	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM NUMBER 34, SERVICE ORDER ONE, MASTER SERVICE AGREEMENT DATED 09/01/2015	\$67,389.93
1327	RICOH USA, INC. 1516 W. 17TH STREET TEMPE, AZ 85281	57306	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER AGREEMENT DATED 02/19/2016	\$0.00
1328	RIDGEDALE CENTER LLC 10275 LITTLE PATUXENT PARKWAY C/O GENERAL GROWTH PROPERTIES INC COLUMBIA, MD 21044	S# 4480	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4480) RIDGEDALE CENTER 12685 WAYZATA BLVD STE 248 MINNETONKA, MN	\$7,432.97
1329	RIGSBY RETAIL LTD C/O HPI REAL ESTATE MANAGEMENT 3600 N CAPITAL OF TEXAS HWY BLDG B SUITE AUSTIN, TX 78746	S# 2804	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2804) RIGSBY SC 5313 RIGSBY AVE SAN ANTONIO, TX	\$15,648.66

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1330	RIMROCK OWNER LP RIMROCK MALL 591 WEST PUTNAM AVENUE GREENWICH, CT 06830	S# 3681	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3681) RIMROCK MALL 300 S 24TH ST W BILLINGS, MT	\$5,377.11
1331	RIO GRANDE VALLEY PREMIUM OUTLETS 60 COLUMBIA ROAD BUILDING B 3RD FLOOR - ATTN: LEASE SERVI MORRISTOWN, NJ 07960	S# 2914	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2914) RIO GRANDE PREMIUM OUTLETS 5001 EAST EXPRESWAY 83 MERCEDES, TX	\$17,337.66
1332	RITE AID OF MARYLAND INC. P.O. BOX 3165 ATTN: TENANT ADMINISTRATION HARRISBURG, PA 17105	S# 1149	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1149) 311 W LEXINGTON ST # 13 BALTIMORE, MD	\$1,542.75
1333	RIVER CITY KAZIS HOLDING COMPANY LLC & HTS RIVER CITY LLC C/O EARLE W KAZIS ASSOCIATES INC 161 AVENUE OF THE AMERICAS SUITE 900 NEW YORK, NY 10013	S# 3587	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3587) RIVER CITY SHOPPING CENTER 104 RIVER ST WALTHAM, MA	\$4,153.33
1334	RIVER HILLS MALL LLC RE: RIVER HILLS MALL 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 3860	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3860) RIVER HILLS MALL 1850 ADAMS ST STE 132 MANKATO, MN	\$8,378.77
1335	RIVER OAKS CENTER LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 673	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #673) RIVER OAKS WEST SC 50 EAST RIVER OAKS CENTER CALUMET CITY, IL	\$3,967.77
1336	RIVER OAKS EL PASEO LLC 106 MESA PARK DRIVE ATTN: ADAM Z. FRANK EL PASO, TX 79912	S# 3296	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3296) EL PASEO MARKETPLACE 1886 JOE BATTLE BLVD EL PASO, TX	\$5,308.80

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1337	RIVER OAKS PROPERTIES LTD 106 MESA PARK DRIVE EL PASO, TX 79912	S# 3172	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3172) 800 S EL PASO ST EL PASO, TX	\$8,303.64
1338	RIVER RIDGE MALL JV LLC 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOGA, TN 37421-6000	S# 4109	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4109) RIVER RIDGE MALL 3405 CANDLERS MOUNTAIN RD LYNCHBURG, VA	\$3,744.77
1339	RIVERTOWN CROSSINGS - C/O GGP-GRANDVILLE LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 5735	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5735) RIVERTOWN CROSSING 3700 RIVERTOWN PARKWAY GRANDVILLE, MI	\$20,861.17
1340	RIVERTOWNE CENTER ACQUISITION LLC 8 INDUSTRIAL WAY EAST 2ND FLOOR C/O WHARTON REALTY GROUP EATONTOWN, NJ 07724	S# 1691	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1691) RIVERTOWNE COMMONS 6153 OXON HILL RD OXON HILL, MD	\$6,052.14
1341	RJFP LLC 635 WEST 7TH STREET SUITE 310 C/O IV PLAZA LLC CINCINNATI, OH 45203	S# 4909	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4909) THE PLAZA AT IMPERIAL VALLEY 580 DANENBERG DR EL CENTRO, CA	\$1,750.00
1342	R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP C/O TOMAR MANAGEMENT INC. W228 N745 WESTMOUND DRIVE WAUKESHA, WI 53186	S# 3607	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3607) N96W18453 COUNTY LINE RD MENOMONEE FALLS, WI	\$4,436.67
1343	RK SOUTHTON LLC 50 CABOT STREET SUITE 200 C/O RK ASSOCIATES NEEDHAM, MA 02494	S# 3744	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3744) QUEENS PLAZA 837 QUEEN ST SOUTHTON, CT	\$5,950.02

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1344	ROBERT L. COLEMAN TRUSTEE C/O HANFORD FREUND & CO. 47 KEARNY ST. SAN FRANCISCO, CA 94180	S# 4822	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4822) 934 MARKET STREET SAN FRANCISCO, CA	\$12,900.00
1345	ROBINSON MALL DEVELOPERS 50 PUBLIC SQUARE SUITE 1410 C/O ROBINSON MALL ASSOCIATES LLC CLEVELAND, OH 44113-2203	S# 1110	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1110) THE MALL AT ROBINSON TOWNSHIP 100 ROBINSON CENTER DR PITTSBURGH, PA	\$5,983.42
1346	ROCKAWAY CENTER ASSOCIATES 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC INDIANAPOLIS, IN 46204-3438	S# 3928	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3928) ROCKAWAY TOWN SQUARE 301 MOUNT HOPE AVE ROCKAWAY, NJ	\$29,060.70
1347	ROCKAWAY REALTY ASSOCIATES L.P. C/O I.S. J. MANAGEMENT CORPORATION 110 WEST 34TH STREET MANHATTAN, NY 10001	S# 3726	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3726) FIVE TOWNS SHOPPING CENTER 25301 ROCKAWAY BLVD ROSEDALE, NY	\$15,666.40
1348	ROCKSIDE TURNEY LLC 4300 CRANWOOD PARKWAY WARRENSVILLE HEIGHTS, OH 44128	S# 6264	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6264) EVERGREEN S/C 12813 ROCKSIDE RD GARFIELD HEIGHTS, OH	\$3,027.92
1349	ROEBLING URBAN RENEWAL ASSOC. L.L.C. 150 WEST STATE STREET TRENTON, NJ 08608	S# 5454	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5454) 635 S CLINTON ST #210 TRENTON, NJ	\$4,375.02
1350	ROGER NABER / 3033 28TH STREET LLC 840 84TH STREET SE BYRON CENTER, MI 49315	S# 620	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #620) 3031 28TH STREET SE SUITE B KENTWOOD, MI	\$5,350.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1351	ROGERS RETAIL L.L.C. 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 112	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #112) PINNACLE HILLS PROMENADE 2203 PROMENADE BLVD ROGERS, AR	\$7,486.53
1352	ROLLING OAKS MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3151	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3151) ROLLING OAKS MALL 6909 N LOOP 1604 E SAN ANTONIO, TX	\$8,750.97
1353	RONNIE MICHEL 11787 BELLAGIO RD. LOS ANGELES, CA 90049	S# 4374	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4374) 2883 NORTH AVE GRAND JUNCTION, CO	\$0.00
1354	RONNIE MICHEL 11787 BELLAGIO RD. LOS ANGELES, CA 90049	S# 6209	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6209) 1901 MILTON AVENUE JANESVILLE, WI	\$1,086.33
1355	ROOSEVELT II ASSOCIATES LP C/O PARAMOUNT REALTY SERVICES INC 1195 ROUTE 70 SUITE 2000 LAKEWOOD, NJ 08701	S# 2224	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2224) NORTHEAST TOWERS 4640 ROOSEVELT BLVD PHILADELPHIA, PA	\$641.87
1356	ROSE-FORUM ASSOCIATES LP C/O AVR REALTY COMPANY LLC 1 EXECUTIVE BLVD 4TH FLOOR YONKERS, NY 10701	S# 2096	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2096) THE FORUM AT OLYMPIA 8352 AGORA PKWY SELMA, TX	\$19,595.86
1357	ROSEVILLE SHOPPINGTOWN LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 4265	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4265) WESTFIELD GALLERIA AT ROSEVILLE 1151 GALLERIA BLVD ROSEVILLE, CA	\$15,647.11

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1358	ROSIE M BLAWAT SUSAN C SOZZI AND JOHN WBLAWAT TENANTS IN COMMON P.O. BOX 1350 SLOUGHHOUSE, CA 95683-1350	S# 5008	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5008) NORTHTOWN VILLAGE SC 3708 EAST HAMMER LANE STOCKTON, CA	\$4,500.00
1359	ROSS AND ROSS AS AGENT FOR MORTON M. ROSS AND LEONARD ROSENFELD 1950 THIRD AVENUE MANHATTAN, NY 10029	S# 4327	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4327) 1897 3RD AVE NEW YORK, NY	\$13,545.39
1360	ROUND LAKE BEACH LAND LLC 1420 TECHNY ROAD NORTHBROOK, IL 60062	S# 4570	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4570) ROUND LAKE COURT 272 E ROLLINS ROAD ROUND LAKE BEACH, IL	\$4,529.60
1361	ROUTE 140 SCHOOL STREET LLC C/O WS ASSET MANAGEMENT INC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 4567	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4567) MANSFIELD CROSSING 280 SCHOOL ST MANSFIELD, MA	\$7,125.00
1362	ROUTE 23 ASSOCIATES LLC C/O TSV MANAGEMENT INC 700 CITATION LANE CHERRY HILL, NJ 08002	S# 4136	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4136) SOUTHSIDE MALL 5006 HWY 23 ONEONTA, NY	\$1,788.75
1363	ROYAL'S O.K. LUNCH INC. 324 S.W. 16TH STREET BELLE GLADE, FL 33430	S# 1283	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1283) BIG LAKE SHOPPING CENTER 946 S MAIN BELLE GLADE, FL	\$350.43
1364	RPI BEL AIR MALL LLC C/O ROUSE PROPERTIES INC; ATTN: GENERAL 1114 AVENUE OF AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 357	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #357) BEL AIR MALL 3402 BEL AIR MALL MOBILE, AL	\$5,000.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1365	RPI CHESTERFIELD LLC C/O ROUSE PROPERTIES INC 1114 AVENUE OF AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 3578	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3578) CHESTERFIELD TOWNE CENTER 11500 MIDLOTHIAN TPKE RICHMOND, VA	\$7,924.99
1366	RPI SALISBURY MALL LLC C/O ROUSE PROPERTIES INC 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 3555	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3555) THE CENTRE AT SALISBURY 2300 N SALISBURY BLVD SALISBURY, MD	\$9,750.13
1367	RPI SHASTA MALL LP C/O ROUSE PROPERTIES LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036	S# 2707	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2707) MOUNT SHASTA MALL 900 DANA DR REDDING, CA	\$7,111.11
1368	RPI TURTLE CREEK MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O ROUSE PROPERTIES INC. ATTN: GEN COUN NEW YORK, NY 10036-7703	S# 3350	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3350) MALL AT TURTLE CREEK 3000 HIGHLAND AVE JONESBORO, AR	\$8,109.90
1369	RREF LA QUINTA 3 REO LLC C/O RAITH CAPITAL PARTNERS 424 MADISON AVENUE 2ND FLOOR NEW YORK, NY 10013	S# 4066	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4066) 79305 HIGHWAY 111 SUITE 3 LA QUINTA, CA	\$5,557.50
1370	RUBY-05-BSHFRDINLINE LLC ATTN: VICE PRESIDENT/LEGAL 6723 WEAVER ROAD SUITE 108 ROCKFORD, IL 61114	S# 814	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #814) BASHFORD MANOR MALL 3610 MALL RD LOUISVILLE, KY	\$0.00
1371	RUSHING FAMILY FOUNDATION INC. 2737 82ND ST. LUBBOCK, TX 79423	S# 2067	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2067) 3915 7TH ST BAY CITY, TX	\$1,666.67

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1372	RUSSELL ROAD ASSOCIATES L.P. 990 WASHINGTON STREET SUITE 212 C/O HORIZONS MANAGEMENT ASSOCIATES LLC DEDHAM, MA 02026	S# 5784	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5784) WESTGATE PLAZA 911 CENTRAL AVENUE ALBANY, NY	\$1,464.75
1373	RVM GLIMCHER LLC 180 EAST BROAD STREET 21ST FLOOR C/O GLIMCHER PROPERTIES LP COLUMBUS, OH 43215	S# 3029	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3029) RIVER VALLEY MALL 1635 RIVER VALLEY CIR LANCASTER, OH	\$0.00
1374	RYKAL ASSOCIATES C/O RYAN/KALOF COMMERCIAL REAL ESTATE IN 15200 SUNSET BLVD. SUITE 204 PACIFIC PALISADES, CA 90272	S# 3272	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3272) KING CITY SHOPPING CENTER 510 CANAL ST KING CITY, CA	\$5,346.92
1375	S & N II LTD P.O. BOX 298 SONOMA, CA 95476	S# 3160	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3160) MAXWELL VILLAGE S/C 19191 SONOMA HWY SONOMA, CA	\$0.00
1376	S. P. JOHNSON III 205 WEST 6TH STREET ROSWELL, NM 88201	S# 792	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #792) 219 N CANAL ST CARLSBAD, NM	\$824.08
1377	S.F.R. REALTY ASSOCIATES LLC 2525 PALMER AVENUE C/O WELCO MANAGEMENT INC NEW ROCHELLE, NY 10801	S# 4058	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4058) EDWARDS BRADLEY CENTER 677-681 HILLSIDE AVE NEW HYDE PARK, NY	\$12,271.46
1378	SAINT LOUIS GALLERIA LLC 110 N WACKER DR ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 3217	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3217) SAINT LOUIS GALLERIA 2158 SAINT LOUIS GALLERIA SAINT LOUIS, MO	\$18,779.32

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1379	SALESFORCE.COM, INC. ONE MARKET SUITE 300 SAN FRANCISCO, CA 94105	57522	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SUBSCRIPTION AGREEMENT DATED 07/04/2015 PLUS AMENDMENTS	\$0.00
1380	SALESFORCE.COM, INC. THE LANDMARK AT ONE MARKET SUITE 300 SAN FRANCISCO, CA 94105	57526	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SUBSCRIPTION AGREEMENT DATED 07/10/2015 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1381	SALINAS SHOPPING CENTER ASSOCIATION A CALIFORNIA LIMITED PARTNERSHIP & DDI SALINAS A TENA 1606 NORTH MAIN STREET SALINAS, CA 93906	S# 3816	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3816) HARDEN RANCH PLAZA 1648 N MAIN ST SALINAS, CA	\$9,150.35
1382	SALMON RUN SHOPPING CENTER LLC 4 CLINTON SQUARE THE CLINTON EXCHANGE C/O THE PYRAMID COMPANIES ATTN: MANAGEM SYRACUSE, NY 13202	S# 3050	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3050) SALMON RUN MALL 21182 SALMON RUN MALL LOOP WEST WATERTOWN, NY	\$0.00
1383	SALVATORE LLC P.O. BOX 5908 ATTN: JOSEPH P. RUBINO SAN JOSE, CA 95150	S# 4118	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4118) 1815 HILLSDALE AVENUE SUITE 30 SAN JOSE, CA	\$31,286.55
1384	SAN JACINTO RETAIL ASSOCIATES LLC C/O FIDELIS REALTY PARTNERS LTD; ATTN: P 4500 BISSONNET STREET SUITE 300 BELLAIRE, TX 77401	S# 3107	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3107) SAN JACINTO MALL SPACE 1594 BAYTOWN, TX	\$3,178.41
1385	SAN MAR DUNHILL RATEL LLC 3100 MONTICELLO SUITE 300 C/O DUNHILL PROPERTY MANAGEMENT DALLAS, TX 75205	S# 2405	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2405) SAN MAR PLAZA 929 HIGHWAY 80 SAN MARCOS, TX	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1386	SANDUSKY MALL COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 2847	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2847) SANDUSKY MALL 4314 MILAN RD STE 110 SANDUSKY, OH	\$3,380.23
1387	SANGERTOWN SQUARE LLC THE CLINTON EXCHANGE 4 CLINTON SQUARE ATTN: MANAGEMENT DIVISION SYRACUSE, NY 13202	S# 3067	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3067) 1 SANGERTOWN SQUARE MALL 8555 SENECA TURNPIKE NEW HARTFORD, NY	\$6,123.09
1388	SANTA ANITA SHOPPINGTOWN LP 2049 CENTURY PARK EAST 41ST FLOOR ATTN: LEGAL DEPARTMENT LOS ANGELES, CA 90067	S# 5043	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5043) WESTFIELD SANTA ANITA 400 S BALDWIN ARCADIA, CA	\$15,943.78
1389	SANTA FE MALL PROPERTY OWNERS LLC C/O SPINOSO REAL ESTATE GROUP ATTN: LEGA 112 NORTHERN CONCOURSE NORTH SYRACUSE, NY 13212	S# 1329	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1329) SANTA FE PLACE 4250 CERRILLOS RD SPACE 144 SANTA FE, NM	\$3,675.46
1390	SANTA ROSA MALL LLC PO BOX 362983 C/O COMMERCIAL CENTERS MANAGEMENT REALTY SAN JUAN, PR 00936-2983	S# 2868	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #2868) SANTA ROSA MALL CARR. #2 #1455 BAYAMON, PR	\$90.00
1391	SANTEE TROLLEY SQUARE 991 LP 3333 NEW HYDE PARK ROAD SUITE 100 PO BOX 5020 NEW HYDE PARK, NY 11042	S# 574	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #574) SANTEE TROLLEY SQUARE 9850 MISSION GORGE RD SANTEE, CA	\$9,248.00
1392	SANZARI '89 ASSOCIATES L.P. DAVID SANZARI 25 MAIN ST. COURT PLAZA N. HACKENSACK, NJ 07601	S# 4782	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4782) SUMMIT PLAZA 370 W PLEASANTVIEW AVE HACKENSACK, NJ	\$4,280.90

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1393	SAP INDUSTRIES, INC. 3999 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073	57574	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AGREEMENT DATED 12/22/2010	\$8,272.68
1394	SAWMILL SQUARE ASSOCIATES 1750 CLEARVIEW PARKWAY SUITE 200 C/O SIZELER REALTY COMPANY INC ATTN: LE METAIRIE, LA 70001	S# 1722	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1722) SAWMILL SQUARE 910 SAWMILL RD LAUREL, MS	\$0.00
1395	SC HOTELS INVESTMENTS LLC CHANCELLOR PARK RETAIL CENTER 1719 FUNNY CIDE DRIVE WAXHAW, NC 28173	S# 5592	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5592) TARGET SC 850 CHANCELLOR PARK DR CHARLOTTE, NC	\$5,600.00
1396	SC MOTA ASSOCIATES LP 340 ROYAL POINCIANA WAY SUITE 316 C/O STERLING RETAIL SERVICES PALM BEACH, FL 33480	S# 1297	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1297) MALL OF AMERICAS 7795 WEST FLAGLER ST MIAMI, FL	\$5,499.16
1397	SCHMITZ DEVELOPMENT COMPANY 801 BRICKELL AVENUE SUITE 900 ATTN: MR JOHN SCHMITZ MIAMI, FL 33131-2979	S# 3605	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3605) 1628 DEL PRADO BLVD S CAPE CORAL, FL	\$0.00
1398	SCHURTZ PROPERTIES INC 6261 LITHOPOLIS ROAD CARROLL, OH 43122	S# 6201	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6201) 1230 MT VERNON AVE MARION, OH	\$0.00
1399	SCHWAB REALTY LLC 307 BROOKSIDE AVENUE C/O RICHARD M SCHWAB TRUSTEE WYCKOFF, NJ 07481-3417	S# 4375	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4375) 3070 STEINWAY ST LONG ISLAND CITY, NY	\$10,212.04

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1400	SCHWARTZ FAMILY PARTNERSHIP & THORNTREE PARTNERS LLC C/O EDWARD SCHWARTZ & COMPANY 3190 DOOLITTLE DRIVE NORTHBROOK, IL 60062	S# 4040	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4040) 6405 S I H 35 AUSTIN, TX	\$6,314.10
1401	SCI TEXARKANA FUND LLC 210 PARK AVENUE SUITE 700 C/O PRICE EDWARDS & COMPANY ATTN: PROPE OKLAHOMA CITY, OK 73102	S# 1224	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1224) RICHMOND RANCH SC 220 RICHMOND RANCH RD TEXARKANA, TX	\$9,684.11
1402	SCOTT INVESTMENT LTD 1810 ALCORN BAYOU DRIVE SUGAR LAND, TX 77479	S# 2602	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2602) SCOTT ST RETAIL CENTER 6057 SCOTT ST HOUSTON, TX	\$3,125.00
1403	SDG DADELAND ASSOCIATES INC. C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3913	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3913) DADELAND MALL 7233 N KENDALL DRIVE MIAMI, FL	\$40,178.76
1404	SDME CAPITAL GROUP LLC 102-10 METROPOLITAN AVENUE SUITE 200 FOREST HILLS, NY 11375	S# 5276	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5276) 107 MILL ROAD FREEPORT, NY	\$10,670.26
1405	SEARSTOWN LIMITED PARTNERSHIP 9117 SW 72ND AVENUE E-3 ATTN: FRANK WEISENER MIAMI, FL 33156	S# 3195	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3195) SEARSTOWN S/C 3304 N ROOSEVELT BLVD KEY WEST, FL	\$785.84
1406	SEAYCO-THF CONWAY DEVELOPMENT L.L.C. C/O THF MANAGEMENT INC 211 N STADIUM BLVD SUITE 201 COLUMBIA, MO 65203	S# 891	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #891) CONWAY COMMONS 555 ELSINGER BLVD CONWAY, AR	\$3,218.61

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1407	SEBANC TAYMICH INVESTMENTS LLC 2805 RALSTON AVENUE C/O ALLAN A SEBANC & BEVERLY M SEBANC HILLSBOROUGH, CA 94010-6547	S# 6169	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6169) 7755 TELEGRAPH RD TAYLOR, MI	\$5,368.73
1408	SEC CLARK & HOWARD LLC 4 EMBARCADERO CENTER SUITE 3300 C/O STOCKBRIDGE CAPITAL GROUP LLC SAN FRANCISCO, CA 94111	S# 2053	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2053) GATEWAY CENTER 1751 W HOWARD ST CHICAGO, IL	\$19,664.25
1409	SEC SQUARE HOLDING LLC 6901 SECURITY BOULEVARD BALTIMORE, MD 21244	S# 3247	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3247) SECURITY SQUARE 6901 SECURITY BLVD BALTIMORE, MD	\$0.00
1410	SELDEN PLAZA LLC 213 GLEN STREET GLEN COVE, NY 11542	S# 3866	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3866) SELDEN PLAZA 269 MIDDLE COUNTRY RD SELDEN, NY	\$0.00
1411	SEMINOLE TOWNE CENTER L.P. WP GLIMCHER INC 180 EAST BROAD STREET; ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 5497	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5497) SEMINOLE TOWNE CENTER 210 TOWN CENTER CIRCLE SANFORD, FL	\$10,324.57
1412	SERITAGE KMT FINANCE LLC 489 FIFTH AVENUE 18TH FLOOR; ATTN: EVP G C/O SERITAGE GROWTH PROPERTIES NEW YORK, NY 10017	S# 4255	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4255) PLAZA GUAYNABO SC CALLE MARGINAL ESMERALDA #130 GUAYNABO, PR	\$4,788.45
1413	SERVICE MANAGEMENT GROUP, INC. C/O ANDY FROMM 1737 MCGEE KANSAS CITY, MO 64108	57674	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDED AND RESTATED MASTER SERVICES AGREEMENT DATED 07/29/2011 PLUS AMENDMENTS	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1414	SFP PATRIOT VILLAGE LLC 3190 DOOLITTLE DRIVE C/O SCHWARTZ FAMILY LP NORTHBROOK, IL 60062	S# 1256	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1256) PATRIOT VILLAGE 1256 E BRANDON BLVD BRANDON, FL	\$8,035.21
1415	SFR PROPERTIES LLC 784 W. LAKE LANSING RD. C/O BOBENAL INVESTMENTS EAST LANSING, MI 48823	S# 965	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #965) 6046 S CEDAR ST LANSING, MI	\$450.00
1416	SFR PROPERTIES LLC 784 W. LAKE LANSING RD. EAST LANSING, MI 48823	S# 646	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #646) 1053 N SHIAWASSEE ST CORUNNA, MI	\$444.50
1417	SG THORNCREEK LLC & MG THORNCREEK LLC TENANTS IN COMMON 245 SAW MILL RIVER ROAD 2ND FLOOR C/O GDC PROPERTIES LLC HAWTHORNE, NY 10532	S# 3252	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3252) THORNCREEK CROSSING 901 E 120TH THORNTON, CO	\$8,287.50
1418	SHAPELL SOCAL RENTAL PROPERTIES LLC 8383 WILSHIRE BOULEVARD SUITE 700 C/O SHAPELL INDUSTRIES INS ATTN: COUNSEL BEVERLY HILLS, CA 90211	S# 5089	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5089) MKTPLACE AT LAGUNA NIGUEL 27230-C ALICIA PARKWAY LAGUNA NIGUEL, CA	\$8,128.69
1419	SHELBY CREEK LLC C/O KIRCO DEVELOPMENT CO./ATTN: A. MATHEW COLUMBIA CENTER II 101 W. BIG BEAVER RD TROY, MI 48084	S# 6459	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6459) SHELBY CREEK SC 8630 26 MILE RD SHELBY TOWNSHIP, MI	\$6,819.20
1420	SHILLDEV (U.S.) INC. DBA SDS FLORIDA PROPERTIES 111 SOUTH 17TH AVENUE HOLLYWOOD, FL 33020-6801	S# 3670	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3670) 12460 BISCAYNE BLVD # 90 MIAMI, FL	\$5,272.96

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1421	SHOMA RETAIL LLC 3470 NW 82ND AVENUE SUITE 988 DORAL, FL 33122	S# 1316	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1316) 489 HIALEAH DR # 1 HIALEAH, FL	\$2,168.91
1422	SHOPPES OF FT WRIGHT KY LLC 90 CARLISLE AVENUE C/O DAVID GOLDENBERG & COMPANY DEERFIELD, IL 60015	S# 1936	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1936) 3453 VALLEY PLAZA PARKWAY SPACE E FORT WRIGHT, KY	\$6,083.99
1423	SHOPPING CENTER ASSOCIATES C/O M.S. MANAGEMENT ASSOCIATES 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4800	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4800) MENLO PARK 55 PARSONAGE RD EDISON, NJ	\$26,354.45
1424	SHOPS AT GRAND CANYON 14 SYNDICATIONS GROUP LLC 9440 W. SAHARA BLVD SUITE 240 LAS VEGAS, NV 89117	S# 1058	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1058) GRAND CANYON PKWY 4205 S GRAND CANYON DRIVE LAS VEGAS, NV	\$3,583.33
1425	SHOPS AT HANCOCK LLC 8525 REDLEAF LANE ORLANDO, FL 32819	S# 1206	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1206) SHOPS AT CLERMONT 2670 E HIGHWAY 50 BAYS 3 AND F CLERMONT, FL	\$6,100.00
1426	SHOPS AT MISSION VIEJO LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON INDIANAPOLIS, IN 46204	S# 2055	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2055) THE SHOPS AT MISSION VIEJO 198 THE SHOPS AT MISSION VIEJO MISSION VIEJO, CA	\$6,933.65
1427	SHOPS AT ST JOHNS LLC 225 W. WASHINGTON STREET C/O SIMON PROPERTY GROUP INDIANAPOLIS, IN 46204-3438	S# 454	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #454) ST JOHNS TOWN CENTER 4611 RIVER CITY DR JACKSONVILLE, FL	\$10,150.88

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1428	SHOPS AT TANFORAN REIT INC C/O QIC; ATTN: JOSEPH TAGLIOLA 222 NORTH SEPULVEDA BLVD SUITE 2350 EL SEGUNDO, CA 90245	S# 5342	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5342) SHOPS AT TANFORAN 1150 EL CAMINO REAL SAN BRUNO, CA	\$10,313.95
1429	SIERRA CENTER INVESTMENTS LLC PO BOX 570485 TARZANA, CA 91357	S# 2915	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2915) SIERRA CENTER 3060 BALDWIN PARK BALDWIN PARK, CA	\$3,445.65
1430	SIERRA VISTA 16 A LLC C/O ACF PROPERTY MANAGEMENT 12411 VENTURA BLVD STUDIO CITY, CA 91604	S# 26	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #26) SIERRA VISTA SC 3434 W ILLINOIS AVE DALLAS, TX	\$8,968.76
1431	SIERRA VISTA MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 ATTN: GENERAL COUNSEL NEW YORK, NY 10036	S# 2042	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2042) MALL AT SIERRA VISTA 2200 EL MERCADO LOOP SIERRA VISTA, AZ	\$1,760.75
1432	SIGFELD REALTY MARKET PLACE LLC C/O SIGFELD REALTY 90 PARK AVENUE NEW YORK, NY 10016	S# 1856	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1856) TARGET SC 1555 MARKET PLACE BLVD CUMMING, GA	\$3,783.14
1433	SILVER LAKE MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O ROUSE PROPERTIES NEW YORK, NY 10036-7703	S# 3254	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3254) SILVER LAKE MALL 200 HANLEY AVE COEUR D ALENE, ID	\$1,937.53
1434	SILVER SPRING RETAIL LLC - C/O PETRIE RICHARDSON VENTURES LLC 1919 WEST STREET SUITE 100 ATTN: TERRY L RICHARSON & WARREN B DUCKE ANNAPOLIS, MD 21401	S# 4911	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4911) ELLSWORTH PLACE MALL 8661 COLESVILLE RD SILVER SPRING, MD	\$8,403.71

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1435	SILVER SPRINGS EQUITIES LLC 5728 MAJOR BLVD SUITE 505 C/O FALCON DEVELOPMENT ORLANDO, FL 32819	S# 221	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #221) SILVER SPRINGS COMMONS 4920 E SILVER SPRINGS BLVD OCALA, FL	\$0.00
1436	SIM ZIM ASSOCIATES LP 1250 E. BALTIMORE PIKE PO BOX 5233 SPRINGFIELD, PA 19064	S# 6353	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6353) 3445 SIMPSON-FERRY RD CAMP HILL, PA	\$1,583.33
1437	SIMON CAPITAL GP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 1635	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1635) TYRONE SQUARE 2361 TYRONE WAY SAINT PETERSBURG, FL	\$9,123.30
1438	SIMON CAPITAL LIMITED PARTNERSHIP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 1649	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1649) BAY PARK SQUARE 607 BAY PARK SQUARE GREEN BAY, WI	\$17,630.03
1439	SIMON PROPERTY GROUP (TEXAS) L.P. 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3109	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3109) LA PLAZA MALL 2200 S 10TH ST MCALLEN, TX	\$41,746.56
1440	SIMON PROPERTY GROUP (TEXAS) L.P. C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3640	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3640) CIELO VISTA MALL 8401 GATEWAY BLVD W EL PASO, TX	\$24,893.52
1441	SIMON PROPERTY GROUP (TEXAS) LP 225 WEST WASHINGTON STREET C/O MS MANAGEMENT ASSOCIATES IN INDIANAPOLIS, IN 46204-3438	S# 3118	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3118) NORTHEAST MALL 1101 MELBOURNE RD HURST, TX	\$8,251.30

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1442	SIMON PROPERTY GROUP (TEXAS) LP C/O FIREWHEEL TOWN CENTER 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3152	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3152) FIREWHEEL TOWN CENTER 130 CEDAR SAGE DRIVE GARLAND, TX	\$8,174.13
1443	SIMON PROPERTY GROUP INC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 4646	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4646) OCEAN COUNTY MALL 1201 HOOPER AVE TOMS RIVER, NJ	\$21,578.66
1444	SIMON PROPERTY GROUP L.P. C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3066	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3066) CORDOVA MALL 5100 N 9TH AVE PENSACOLA, FL	\$14,619.99
1445	SIMON PROPERTY GROUP L.P. MERCHANTS PLAZA 115 WEST WASHINGTON STREET INDANAPOLIS, IN 46204	S# 1760	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1760) COLLEGE MALL 3066 E 3RD ST BLOOMINGTON, IN	\$13,983.35
1446	SIMON PROPERTY GROUP LP 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 2821	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2821) TOWNE EAST SQUARE 7700 E KELLOGG DR WICHITA, KS	\$8,762.69
1447	SIMON PROPERTY GROUP LP 225 W. WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3241	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3241) TIPPECANOE MALL 2415 SAGOMORE PKWY SOUTH LAFAYETTE, IN	\$14,809.53
1448	SIMON PROPERTY GROUP LP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 1749	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1749) MILLER HILL MALL 1600 MILLER TRUNK HWY DULUTH, MN	\$11,039.29

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1449	SIX RIVERS DEVELOPMENT LLC 601 OREGON STREET SUITE B OSHKOSH, WI 54902	S# 5345	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5345) 1925 S KOELLER STREET OSHKOSH, WI	\$3,987.50
1450	SK DRIVE PROPERTIES LLC C/O WS ASSET MANAGEMENT INC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 5222	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5222) THE MARKETPLACE AT AUGUSTA 15 STEPHEN KING DR AUGUSTA, ME	\$8,145.00
1451	SKILLSOFT CORPORATION 107 NORTHEASTERN BLVD NASHUA, NH 03062	57425	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MASTER LICENSING AGREEMENT DATED 01/31/2014	\$0.00
1452	SKILLSOFT CORPORATION 107 NORTHEASTERN BLVD NASHUA, NH 03062	57428	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT MASTER LICENSING AGREEMENT DATED 01/31/2014 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	\$0.00
1453	SKILLSOFT CORPORATION 107 NORTHEASTERN BLVD NASHUA, NH 03062	51663	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM #5 DATED 01/19/2011	\$0.00
1454	SKILLSOFT CORPORATION 107 NORTHEASTERN BLVD NASHUA, NH 03062	51662	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORDER FORM #5 DATED 02/03/2012	\$0.00
1455	SKILLSOFT CORPORATION 107 NORTHEASTERN BLVD NASHUA, NH 03062	51646	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FOR TECHNICAL ASSISTANCE DATED 01/31/2014	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1456	SLO PROMENADE DE LLC C/O TKG MANAGEMENT INC 211 N STADIUM BLVD SUITE 201 COLUMBIA, MO 65203	S# 3335	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3335) SAN LUIS OBISPO PROMENADE 487 MADONNA RD SAN LUIS OBISPO, CA	\$3,211.50
1457	SM EASTLAND MALL LLC 800 NORTH GREEN RIVER ROAD ATTN: CENTER MANAGER EVANSVILLE, CA 47715-2471	S# 5646	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5646) EASTLAND MALL 800 N GREEN RIVER RD EVANSVILLE, IN	\$6,030.21
1458	SM EMPIRE MALL LLC C/O M.S. MANAGEMENT ASSOC. INC. 225 WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 1711	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1711) THE EMPIRE 340 EMPIRE MALL SIOUX FALLS, SD	\$17,970.33
1459	SM MESA MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 2210	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2210) MESA MALL 2424 HIGHWAY 6 AND 50 GRAND JUNCTION, CO	\$8,611.48
1460	SM RUSHMORE MALL LLC 180 EAST BROAD STREET ATTN: GEN COUNSEL C/O WP GLIMCHER INC COLUMBUS, OH 43215	S# 1047	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1047) RUSHMORE MALL 2200 N MAPLE AVE RAPID CITY, SD	\$8,477.84
1461	SN PROPERTIES FUNDING IV LEIGH MALL LLC 323 FIFTH STREET EUREKA, CA 95501	S# 238	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #238) LEIGH MALL 1404 OLD ABERDEEN RD COLUMBUS, MS	\$0.00
1462	SOMERS POINT LLC 1535 CHESTNUT STREET SUITE 200 C/O BRAHIN MANAGEMENT CORPORATION PHILADELPHIA, PA 19102	S# 3447	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3447) SOMERS POINT SC 276 NEW ROAD SOMERS POINT, NJ	\$3,524.06

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1463	SOONER FASHION MALL LLC 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60603-5060	S# 1397	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1397) SOONER MALL 3215 W MAIN ST NORMAN, OK	\$6,793.34
1464	SOUTH BAY CENTER SPE LLC 50 PUBLIC SQUARE SUITE 700 TERMINAL TOWE C/O FOREST CITY MANAGEMENT CLEVELAND, OH 44113-2203	S# 1400	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1400) THE SOUTH BAY GALLERIA 1815 HAWTHORNE BLVD REDONDO BEACH, CA	\$5,395.40
1465	SOUTH COUNTY SHOPPINGTOWN LLC 2030 HAMILTON PLACE; SUITE 500 C/O CBL & ASSOCIATES LIMITED PARTNERSHIP CHATTANOOGA, TN 37421-6000	S# 1031	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1031) SOUTH COUNTY CENTER 43 S COUNTY CENTER WAY SAINT LOUIS, MO	\$11,296.21
1466	SOUTH HILLS VILLAGE ASSOCIATES L.P. C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 2857	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2857) SOUTH HILLS VILLAGE 301 SOUTH HILLS VILLAGE PITTSBURGH, PA	\$14,147.82
1467	SOUTH PLAZA CO. LLC 19545 PARKE LANE DR WILLIAM A ATHENS GROSSE ILE, MI 48138	S# 2084	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2084) SOUTH PLAZA SHOPPING CENTER 23111 EUREKA RD TAYLOR, MI	\$3,991.55
1468	SOUTH PLAZA COMPANY C/O BELZ ENTERPRISES 100 PEABODY PLACE SUITE 1400 MEMPHIS, TN 38173-0662	S# 839	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #839) SOUTH PLAZA 4052 S PLAZA DR MEMPHIS, TN	\$2,178.00
1469	SOUTH TOWN PLAZA ASSOCIATES 2975 BRIGHTON-HENRIETTA TOWN LINE ROAD ROCHESTER, NY 14623	S# 4754	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4754) SOUTH TOWN PLAZA 3333 W HENRIETTA RD ROCHESTER, NY	\$3,932.71

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1470	SOUTHAVEN TOWNE CENTER II LLC 2021 NORTH HIGHLAND AVENUE C/O OLD HICKORY MALL JACKSON, TN 38305	S# 212	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #212) SOUTHAVEN TOWN CENTER 6592 TOWNE CENTER LOOP SOUTHAVEN, MS	\$7,976.83
1471	SOUTHERN BUYERS GROUP LLC - BOWDOIN C/O STIRLING PROPERTIES LLC 1 ST LOUIS STREET SUITE 4100 MOBILE, AL 36602	S# 379	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #379) BOWDOIN PLACE 705E HIGHWAY 43 S SARALAND, AL	\$0.00
1472	SOUTHERN PARK MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 2822	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2822) SOUTHERN PARK MALL 7401 MARKET ST BOARDMAN, OH	\$2,790.74
1473	SOUTHERN SHOPPING CENTER LLC 168 BUSINESS PARK DRIVE SUITE 200 C/O THE PROPERTY MANAGEMENT GROUP VIRGINIA BEACH, VA 23462	S# 1334	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1334) SOUTHERN SC 7525 TIDEWATER DR NORFOLK, VA	\$5,613.93
1474	SOUTHGATE CENTER ASSOCIATES LLC 20950 LIBBY ROAD MAPLE HEIGHTS, OH 44137	S# 2158	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2158) SOUTHGATE CENTER 20980 LIBBY RD MAPLE HEIGHTS, OH	\$0.00
1475	SOUTHGATE MARKETPLACE LLC 555 WEST BROWN DEER ROAD #220 C/O MIDLAND MANAGEMENT LLC MILWAUKEE, WI 53217	S# 888	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #888) SOUTHGATE MARKETPLACE 3333 S 27TH ST MILWAUKEE, WI	\$6,667.00
1476	SOUTHLAKE INDIANA LLC 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 3764	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3764) SOUTHLAKE MALL 2101 SOUTHLAKE MALL MERRILLVILLE, IN	\$18,417.92

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1477	SOUTHLAND CENTER LLC ATT: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 3215	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3215) SOUTHLAND CENTER 23000 EUREKA RD TAYLOR, MI	\$6,748.42
1478	SOUTHLAND MALL PROPERTIES LLC 3200 NORTH FEDERAL HIGHWAY C/O GUMBERG ASSET MANAGEMENT FT. LAUDERDALE, FL 33306	S# 1539	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1539) SOUTHLAND MALL 20505 S DIXIE HWY CUTLER BAY, FL	\$12,005.85
1479	SOUTHLAND MALL, L.P. ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036	S# 1144RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1144RL) SOUTHLAND MALL HAYWARD, CA	\$0.00
1480	SOUTHPARK MALL CMBS LLC C/O CBL & ASSOCIATES MANAGEMENT LLC 2030 HAMILTON PLACE BLVD SUITE 500 CHATTANOOGA, TN 37421	S# 4338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4338) SOUTHPARK MALL 144 S PARK CIRCLE COLONIAL HEIGHTS, VA	\$8,157.53
1481	SOUTHPARK MALL LLC 1 E WACKER DRIVE SUITE 3700 C/O SRP PROPERTY MANAGEMENT LLC CHICAGO, IL 60601	S# 5429	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5429) SOUTHPARK CENTER 700 SOUTHPARK CENTER STRONGSVILLE, OH	\$6,349.73
1482	SOUTHPOINT MALL LLC 110 N. WACKER DR. C/O THE STREETS AT SOUTHPOINT; ATTN: LAW CHICAGO, IL 60606	S# 3939	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3939) STREETS AT SOUTHPOINT 6910 FAYETTEVILLE ROAD DURHAM, NC	\$8,795.75
1483	SOUTHRIDGE LP C/O M.S. MANAGEMENT ASSOCIATES INC. 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3420	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3420) SOUTHRIDGE MALL 5300 S 76TH ST GREENDALE, WI	\$23,472.81

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1484	SOUTHSIDE RETAIL LLC ONE SLEIMAN PARKWAY SUITE 220 JACKSONVILLE, FL 32216	S# 3663	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3663) REGENCY COMMONS SC 651 COMMERCE CENTER DR JACKSONVILLE, FL	\$3,424.00
1485	SOUTHWEST PLAZA LLC 55 WEST MONROE STREET SUITE 3100 CHICAGO, IL 60603-5060	S# 1177	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1177) SOUTHWEST PLAZA 8501 W BOWLES AVE LITTLETON, CO	\$9,725.66
1486	SOUTHWEST SHOPPING CENTER LLC 11150 SANTA MONICA BLVD SUITE 760 C/O DUCKETT-WILSON DEVELOPMENT LOS ANGELES, CA 90025	S# 5487	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5487) 42171 BIG BEAR BLVD BIG BEAR LAKE, CA	\$0.00
1487	SPECTRUM BAGS, INC. 12850 MIDWAY PLACE CERRITOS, CA 90703	57583	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT ONE TO MASTER PURCHASE AGREEMENT DATED 08/01/2012	\$0.00
1488	SPF MARKET AT SOUTHSIDE LLC C/O STILES CORPORATION 301 EAST LAS OLAS BLVD FORT LAUDERDALE, FL 33301	S# 5449	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5449) 304 EAST MICHIGAN STREET ORLANDO, FL	\$5,145.90
1489	SPG PRIEN LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 1852	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1852) PRIEN LAKE MALL 680 W PRIEN LAKE RD LAKE CHARLES, LA	\$11,302.57
1490	SPOKANE MALL LLC 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 5619	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5619) SPOKANE VALLEY MALL 14700 E INDIANA SPOKANE VALLEY, WA	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1491	SPOTSYLVANIA MALL COMPANY C/O THE CAFARO COMPANY 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 1757	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1757) SPOTSYLVANIA MALL 840 SPOTSYLVANIA MALL FREDERICKSBURG, VA	\$2,062.51
1492	SPRING HILL MALL LLC ATTN: GENERAL COUNSEL 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 1151	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1151) SPRING HILL MALL 1306 SPRING HILL MALL WEST DUNDEE, IL	\$3,713.60
1493	SSC GOVERNOR'S PLAZA WM LLC C/O CASTO ATTN: LEGAL DEPT/LEASING 250 CIVIC CENTER DRIVE SUITE 500 COLUMBUS, OH 43215	S# 3589	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3589) GOVERNERS PLAZA SHOPPING CENTER 9110 UNION CEMETERY RD CINCINNATI, OH	\$3,732.69
1494	ST CLAIR SQUARE SPE LLC 134 ST. CLAIR SQUARE C/O CLB & ASSOCIATES MANAGEMENT FAIRVIEW HEIGHTS, IL 62208	S# 2807	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2807) ST CLAIR SQUARE 239 SAINT CLAIR SQ FAIRVIEW HEIGHTS, IL	\$9,599.44
1495	ST CLOUD MALL LLC - C/O CROSSROADS CENTER (MN) 110 N WACKER DR ATTN: LAW/LEASE ADMINISTRATION DEPT CHICAGO, IL 60606	S# 3411	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3411) CROSSROADS CENTER 4101 W DIVISION ST SAINT CLOUD, MN	\$7,232.66
1496	ST LOUIS PREMIUM OUTLETS LLC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 4619	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4619) ST LOUIS PREMIUM OUTLETS 18533 OUTLET BLVD CHESTERFIELD, MO	\$11,103.30
1497	ST MALL OWNER LLC C/O PACIFIC RETAIL CAPITAL PARTNERS 100 N SEPULVEDA BLVD SUTIE 1925 EL SEGUNDO, CA 90245	S# 4541	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4541) SOUTH TOWNE CENTER 10450 STATE ST STE 2214 SANDY, UT	\$4,646.70

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1498	STAFFORD BLUFFTON LLC 3050 PEACHTREE STREET NW SUITE LL-50 ATLANTA, GA 30305	S# 1312	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1312) TARGET CENTER 1050-F FORDING ISLAND RD BLUFFTON, SC	\$4,783.33
1499	STAR-WEST CHICAGO RIDGE LLC 1 E WACKER DRIVE SUITE 3700 C/O SRP PROPERTY MANAGEMENT LLC CHICAGO, IL 60601	S# 4860	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4860) CHICAGO RIDGE MALL 100 CHICAGO RIDGE MALL CHICAGO RIDGE, IL	\$0.00
1500	STAR-WEST FRANKLIN PARK MALL LLC 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 2503	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2503) FRANKLIN PARK MALL 5001 MONROE ST TOLEDO, OH	\$10,657.16
1501	STAR-WEST GATEWAY LLC 5 GATEWAY MALL LINCOLN, NE 68505	S# 5341	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5341) GATEWAY MALL 6100 O STREET #A194 LINCOLN, NE	\$4,754.04
1502	STAR-WEST GREAT NORTHERN MALL LLC 1 EAST WACKER DRIVE SUITE 3700 CHICAGO, IL 60601	S# 2844	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2844) GREAT NORTHERN MALL 104 GREAT NORTHERN MALL NORTH OLMSTED, OH	\$8,654.77
1503	STAR-WEST JV LLC FBO WESTLAND MALL LLC 1 E WACKER DRIVE SUITE 3700 C/O SRP PROPERTY MANAGEMENT LLC CHICAGO, IL 60601	S# 6728	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6728) WESTLAND MALL 1705 WEST 49 ST HIALEAH, FL	\$24,384.62
1504	STAR-WEST LOUIS JOLIET LLC 1 E WACKER DRIVE SUITE 3700 C/O SRP PROPERTY MANAGEMENT INC CHICAGO, IL 60601	S# 1628	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1628) LOUIS JOLIET MALL 3340 MALL LOOP DR JOLIET, IL	\$15,671.52

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1505	STAR-WEST PARKWAY MALL LP 1 EAST WACKER DRIVE SUITE 3600 CHICAGO, IL 60601	S# 3310	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3310) PARKWAY PLAZA MALL 533 PARKWAY PLAZA EL CAJON, CA	\$6,920.19
1506	STAR-WEST SOLANO LLC 1 E. WACKER DRIVE SUITE 3700 C/O SRP PROPERTY MANAGEMENT LLC CHICAGO, IL 60601	S# 2284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2284) SOLANO TOWN CENTER 1350 TRAVIS BLVD FAIRFIELD, CA	\$11,921.32
1507	STEADFAST EVERETT MALL LLC - C/O STEADFAST COMMERCIAL MANAGEMENT CO INC 18100 VON KARMAN AVENUE SUITE 500 ATTN: LISA WHITNEY VICE PRESIDENT IRVINE, CA 92612	S# 1311	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1311) EVERETT MALL 1402 SE EVERETT MALL WAY EVERETT, WA	\$3,333.33
1508	STEELYARD COMMONS LLC C/O CBRE GROUP INC 25333 CEDAR ROAD SUITE 300 LYNDHURST, OH 44124	S# 5601	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5601) STEELYARD COMMONS 3497 STEELYARD DRIVE CLEVELAND, OH	\$6,168.91
1509	STEINER GRANTS PASS INVESTORS 6029 MONET WAY EL DORADO HILLS, CA 95762	S# 593	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #593) DIAMOND SHOPPING CENTER 1891 NE 7TH ST GRANTS PASS, OR	\$0.00
1510	STEPHEN B. DAY AND BARBARA WEBSTER DAY 120 E. COOPER BLVD SUITE I WARRENSBURG, MO 64093	S# 705	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #705) 2923 W BROADWAY BLVD STOP ONE SEDALIA, MO	\$839.12
1511	STEVE AND JOYCE BREMER 336 HUNTERS RUN JEFFERSON CITY, MO 65109	S# 804	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #804) 2014 MISSOURI BLVD JEFFERSON CITY, MO	\$2,790.00

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1512	STOCKBRIDGE EL MERCADO LLC 2121 PONCE DE LEON BLVD SUITE 1250 C/O CONTINENTAL REAL ESTATE COMPANIES CORAL GABLES, FL 33134	S# 3930	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3930) EL MERCADO SHOPPING CENTER 2404 WEST 60TH STREET HIALEAH, FL	\$8,368.43
1513	STONE MOUNTAIN ACQUISTION I LLC & STONE MOUNTAIN PO BOX 803 FRANKLIN LAKES, NJ 07417	S# 744	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #744) MEMORIAL BEND SHOPPING CENTER 5234 MEMORIAL DR STONE MOUNTAIN, GA	\$4,166.67
1514	STONEBRIAR MALL LLC - GGP HOMART II LLC 110 N. WACKER DRIVE CHICAGO, IL 60606	S# 6680	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6680) STONEBRIAR CENTRE 2601 PRESTON RD FRISCO, TX	\$8,995.72
1515	STONECREST MALL SPE LLC ATTN: JOSEPH MCCARTHY 111 E WACKER DRIVE SUITE 2400 CHICAGO, IL 60601-4200	S# 1191	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1191) THE MALL AT STONECREST 2929 TURNER HILL RD LITHONIA, GA	\$5,196.67
1516	STONERIDGE PROPERTIES LLC C/O M.S. MANAGEMENT ASSOCIATES INC 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 2867	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2867) STONERIDGE MALL 1468 STONERIDGE MALL RD PLEASANTON, CA	\$15,296.22
1517	STROUD MALL LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES MGMT INC CHATTANOOGA, TN 37421-6000	S# 4125	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4125) STROUD MALL 448 STROUD MALL STROUDSBURG, PA	\$5,615.12
1518	SUEZ ENERGY RESOURCES NA ("SUEZ") 1990 POST OAK BLVD SUITE 1900 HOUSTON, TX 77056	57699	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER ELECTRIC ENERGY SALES AGREEMENT DATED 10/06/2008	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1519	SUEZ ENERGY RESOURCES NA, INC. ("SUEZ") 1990 POST OAK BLVD. SUITE 1900 HOUSTON, TX 77056	57711	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT SALES CONFIRMATION. DATED 10/06/2008	\$0.00
1520	SUEZ ENERGY RESOURCES NA, INC. ("SUEZ") 1990 POST OAK BOULEVARD, SUITE 1900 HOUSTON, TX 77056-383	57707	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER ELECTRIC ENERGY SALES AGREEMENT DATED 10/06/2008 PLUS AMENDMENTS	\$0.00
1521	SUEZ ENERGY RESOURCES NA, INC. 1990 POST OAK BLVD. SUITE 1900 HOUSTON, TX 77056	57703	PAYLESS SHOESOURCE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER ELECTRIC ENERGY SALES AGREEMENT DATED 10/06/2008 PLUS AMENDMENTS	\$0.00
1522	SUFFOLK SHOPPING CENTER ASSOCIATES LLLP 440 MONTICELLO AVENUE SUITE 1700 C/O S.L. NUSBAUM & CO INC NORFOLK, VA 23510-2670	S# 1574	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1574) SUFFOLK SHOPPING CENTER 1407 N MAIN ST SUFFOLK, VA	\$4,666.13
1523	SUGAR ESTATE ASSOCIATES BANCO POPULAR BUILDING P.O. BOX 8583 ST. THOMAS, 801 VIRGIN ISLANDS	S# 4276	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4276) WHEATLEY SC 9400 WHEATLEY SC ST THOMAS, VI	\$0.00
1524	SUGARCREEK PLAZA LL LLC C/O HARBERT REALTY SERVICES INC 2 NORTH 20TH STREET SUITE 1700 BIRMINGHAM, AL 35203	S# 4574	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4574) SUGAR CREEK PLAZA II 6220 A WILMINGTON PIKE DAYTON, OH	\$0.00
1525	SUN PLAZA LLC 7800 BERGER AVENUE PLAYA DEL REY, CA 90293	S# 4959	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4959) SUN PLAZA 763 S VERMONT LOS ANGELES, CA	\$4,850.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1526	SUN VALLEY SHOPPING CENTER LLC 200 E LONG LAKE ROAD P.O. BOX 200 BLOOMFIELD, MI 48303-0200	S# 6695	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6695) SUNVALLEY MALL 482 SUNVALLEY MALL CONCORD, CA	\$5,771.93
1527	SUNFLOWER CLOVIS INVESTORS LLC ET AL 1825 SOUTH GRANT STREET SUITE 700 C/O MATTESON REALTY SERVICES INC SAN MATEO, CA 94402	S# 4990	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4990) 311 WEST SHAW AVENUE SPACE B CLOVIS, CA	\$5,000.00
1528	SUNNY ISLE DEVELOPERS LLC PO BOX 5994 CHRISITANSTED ST. CROIX, 00823-5994 VIRGIN ISLANDS	S# 4229	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4229) SUNNY ISLE SC 4500 SUNNY ILSE ST CROIX, VI	\$0.00
1529	SUNNYSIDE SHOPPE LLC C/O MANN PROPERTIES LLP 6925 E 96TH STREET SUITE 200 INDIANAPOLIS, IN 46250-3302	S# 2249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2249) SUNNY SIDE SHOPPES 5845 SUNNY SIDE RD INDIANAPOLIS, IN	\$0.00
1530	SUNRISE MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 3710	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3710) WESTFIELD SUNRISE 2170 SUNRISE MALL MASSAPEQUA, NY	\$20,380.89
1531	SUNRISE MALL PROPERTY LLC 6176 SUNRISE MALL ATTN: LEASE ADMIN CITRUS HEIGHTS, CA 95610	S# 1833	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1833) SUNRISE MALL 5951 SUNRISE MALL CITRUS HEIGHTS, CA	\$5,180.10
1532	SUNRISE MILLS (MLP) LIMITED PARTNERSHIP C/O THE MILLS CORPORATION 1300 WILSON BLVD. SUITE 400 ARLINGTON, VA 22209	S# 2230	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2230) SAWGRASS MILLS 12801 W SUNRISE BLVD SUNRISE, FL	\$28,283.99

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1533	SUNSET PROMENADE LLC PO BOX 22393 BULLHEAD CITY, AZ 86439	S# 3687	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3687) 2840 HWY 95 SUITE 410 BULLHEAD CITY, AZ	\$0.00
1534	SUNSHINE SHOPPING CENTER INC. NO. 1 ESTATE CANE P.O. BOX 1011 ST. CROIX, 841 VIRGIN ISLANDS	S# 4675	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4675) SUNSHINE MALL 1 STATE CANE ST FREDERIKSTED, VI	\$19.58
1535	SUSQUEHANNA VALLEY MALL ASSOCIATES LP 200 SOUTH BROAD STREET THE BELLEVUE 3RD C/O PREIT-RUBIN INC ATTN: GENERAL COUNS PHILADELPHIA, PA 19102	S# 3138	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3138) SUSQUAHANNA VALLEY MALL 1 SUSQUAHANNA VALLEY MALL SELINGSGROVE, PA	\$12,509.08
1536	SUZANNE RUDE 8 HARRISON COURT NOVATO, CA 94947	S# 2247	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2247) 1122 MAIN ST DELANO, CA	\$3,033.43
1537	SVAP GOLF MILL RETAIL LP 340 ROYAL POINCIANA WAY SUITE 316 ATTN: PROPERTY MANAGER PALM BEACH, FL 33480	S# 3419	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3419) GOLF MILL SHOPPING CENTER 325 GOLF MILL CENTER NILES, IL	\$4,002.00
1538	SVAP II PARK NORTH LLC C/O STERLING RETAIL SERVICES 340 ROYAL POINCIANA WAY SUITE 316 PALM BEACH, FL 33480	S# 3892	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3892) PARK NORTH SHOPPING CENTER 854 NW LOOP 410 SAN ANTONIO, TX	\$2,912.00
1539	SY HOWE ARDEN LLC - C/O SY WEST DEVELOPMENT LLC 150 PELICAN WAY ATTN: CANDICE MARTINEZ SAN RAFAEL, CA 94901	S# 5694	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5694) HOWE BOUT ARDEN SHOPPING CENTER 2100 ARDEN WAY SACRAMENTO, CA	\$3,962.20

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1540	SYCAMORE PROPERTIES C/O NICK J VIRZI TRIAD MANAGEMENT 21201 VICTORY BLVD SUITE 255 CANOGA PARK, CA 91303	S# 2749	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2749) 2837 COCHRAN ST STE D SIMI VALLEY, CA	\$11,254.60
1541	T EAGLE RIDGE FL LLC 451 EAGLE RIDGE DRIVE ATTN: AMY DITRAPANI GM LAKE WALES, FL 33859	S# 5651	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5651) EAGLE RIDGE MALL 753 EAGLE RIDGE DR LAKE WALES, FL	\$1,075.61
1542	T PRESCOTT AZ LLC 16600 DALLAS PKWY SUITE 300 DALLAS, TX 75248	S# 4037	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4037) PRESCOTT GATEWAY MALL 3250 GATEWAY BLVD 102 PRESCOTT, AZ	\$0.00
1543	TACOMA MALL PARTNERSHIP 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 3530	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3530) TACOMA MALL 4502 S STEELE ST TACOMA, WA	\$17,252.52
1544	TALWAR TRUST 17165 NEWHOPE ST #H C/O SUMMIT TEAM INC FOUNTAIN VALLEY, CA 92708	S# 5453	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5453) TARGET CENTER 15329 PALMDALE RD VICTORVILLE, CA	\$1,409.32
1545	TATUM VENTURE LLC 2929 E CAMELBACK ROAD #124 C/O WEST VALLEY PROPERTIES INC PHOENIX, AZ 85016	S# 3878	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3878) TATUM POINT SHOPPING CENTER 4727 E BELL RD STE 1 PHOENIX, AZ	\$4,768.30
1546	TAUBMAN AUBURN HILLS ASSOCIATES LP 200 EAST LONG LAKE ROAD P.O. BOX 200 BLOOMFIELD HILLS, MI 48303-0200	S# 5684	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5684) GREAT LAKES CROSSING 4138 BALDWIN RD AUBURN HILLS, MI	\$15,776.40

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1547	TBG STATE STREET LLC C/O MADISON REALTY MANAGEMENT CORP 3 EAST 54TH STREET SUITE 602 NEW YORK, NY 10022	S# 3544	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3544) 13 N STATE ST CHICAGO, IL	\$38,087.41
1548	TEJAS CENTER CORPORATION 1700 GEORGE BUSH DRIVE EAST SUITE 240 COLLEGE STATION, TX 77840	S# 270	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #270) TEJAS CENTER 725 E VILLA MARIA RD BRYAN, TX	\$4,852.74
1549	TEMECULA TOWN CENTER OWNER LLC PO BOX 740821 C/O CBC ADVISORS LOS ANGELES, CA 90074-0821	S# 3079	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3079) TEMECULA TOWN CENTER 27536 YNEZ RD TEMECULA, CA	\$5,437.82
1550	TEMECULA TOWNE CENTER ASSOCIATES LLC 50 PUBLIC SQUARE SUITE 700 TERMINAL TOWE C/O FOREST CITY MANAGEMENT INC CLEVELAND, OH 44113-2203	S# 5650	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5650) THE PROMENADE IN TEMECULA VALLEY 40820 WINCHESTER RD TEMECULA, CA	\$10,598.02
1551	TENANT IN COMMON OWNERS OF OLYMPIC GATEWAY SHOPPING CENTER 600 108TH AVENUE NE SUITE 530 C/O PACIFIC ASSET ADVISORS INC BELLEVUE, WA 98004	S# 2071	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2071) OLYMPIC GATEWAY 1163 E WISHKAH ST ABERDEEN, WA	\$4,570.33
1552	TERRY A. SELIGMAN 1225 WATERVIEW DRIVE MILL VALLEY, CA 94941	S# 130	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #130) 828 N DAL PASO ST HOBBS, NM	\$583.33
1553	TETON INVESTMENTS L.C. 2900 UNION LAKE ROAD SUITE 102 COMMERCE, MI 48382	S# 4534	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4534) 5130 DIXIE HIGHWAY WATERFORD, MI	\$4,634.44

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1554	THE CAFARO NORTHWEST PARTNERSHIP 5577 YOUNGSTOWN WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 3147	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3147) SOUTH HILL MALL 3500 S MERIDIAN ST PUYALLUP, WA	\$2,523.40
1555	THE CAFARO NORTHWEST PARTNERSHIP 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPT NILES, OH 44446	S# 3078	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3078) WASHINGTON CIRCLE 9009 SW HALL BLVD TIGARD, OR	\$9,092.18
1556	THE CAFARO NORTHWEST PARTNERSHIP ATTN: LEGAL DEPT 5577 YOUNGSTOWN WARREN ROAD NILES, OH 44446	S# 3090	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3090) VANCOUVER PLAZA 7809 B NE VANCOUVER PLAZA DR VANCOUVER, WA	\$7,844.85
1557	THE CONNECTICUT POST LIMITED PARTNERSHIP 8750 N CENTRAL EXPRESSWAY SUITE 1740 C/O CENTENNIAL REAL ESTATE MANAGEMENT; A DALLAS, TX 75231	S# 4183	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4183) CONNECTICUT POST MALL 1201 BOSTON POST RD # 1081 MILFORD, CT	\$17,125.19
1558	THE CROSSROADS MALL C/O KALAMAZOO MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPT. CHICAGO, IL 60606	S# 1043	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1043) CROSSROADS MALL 6650 S WESTNEDGE AVE PORTAGE, MI	\$26,185.42
1559	THE DISTRICT LLC 101 SOUTH 200 EAST SUITE 200 C/O THE BOYER COMPANY SALT LAKE CITY, UT 84111-3104	S# 1543	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1543) THE DISTRICT 11511 PARKWAY PLAZA DR SOUTH JORDAN, UT	\$6,161.11
1560	THE DOMAIN MALL II LLC C/O M.S. MANAGEMENT ASSOCIATES INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 4297	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4297) DOMAIN II 3220 FEATHERGRASS COURT AUSTIN, TX	\$2,300.90

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1561	THE FOX RUN JOINT VENTURE 1585 BROADWAY 37TH FLOOR C/O MORGAN STANLEY NEW YORK, NY 10036	S# 4849	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4849) FOX RUN MALL 50 FOX RUN ROAD NEWINGTON, NH	\$9,875.14
1562	THE GLUZ FAMILY TRUST DATED APRIL 12 1999 63 AVENUE A #91 C/O ABRAHAM AND BERTHA GLUZ TRUSTORS AND NEW YORK, NY 10009	S# 6417	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6417) 1790 CLEMENTS BRIDGE RD DEPTFORD, NJ	\$7,083.33
1563	THE IRVINE COMPANY LLC 100 INNOVATION DRIVE ATTN: GENERAL COUNSEL RETAIL PROPERTIES IRVINE, CA 92617	S# 3444	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3444) THE MARKET PLACE 13234 JAMBOREE RD IRVINE, CA	\$4,792.04
1564	THE JOSEPH D. HAMMERSCHMIDT COMPANY 25068 CENTER RIDGE ROAD WESTLAKE, OH 44145-4113	S# 6338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6338) 201 MILAN AVE SUITE N NORWALK, OH	\$1,333.33
1565	THE MALL AT BRIARWOOD LLC C/O M.S. MANAGEMENT ASSOCIATES INC 225 W. WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 4401	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4401) BRIARWOOD MALL 488 BRIARWOOD CIRCLE ANN ARBOR, MI	\$23,700.47
1566	THE MALL IN COLUMBIA BUSINESS TRUST 10275 LITTLE PATUXENT PARKWAY COLUMBIA, MD 21044	S# 4589	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4589) MALL IN COLUMBIA 10300 LITTLE PATUXENT PARKWAY COLUMBIA, MD	\$24,747.68
1567	THE MARION PLAZA INC. 5577 YOUNGSTOWN-WARREN ROAD ATTN: LEGAL DEPARTMENT NILES, OH 44446	S# 2829	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2829) EASTWOOD MALL 5555 YOUNGSTOWN WARREN RD NILES, OH	\$4,191.22

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1568	THE MARKETPLACE 1265 SCOTTSVILLE RD. ROCHESTER, NY 14624	S# 5518	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5518) MARKETPLACE MALL 771 MIRACLE MILE DR ROCHESTER, NY	\$8,389.48
1569	THE NORTH LOS ALTOS SHOPPING CENTER 541 S SPRING STREET SUITE 204 LOS ANGELES, CA 90013	S# 5090	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5090) LOS ALTOS PLAZA 2280 BELLFLOWER BLVD LONG BEACH, CA	\$8,330.92
1570	THE OAKS MALL C/O OAKS MALL GAINESVILLE LP 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 3328	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3328) THE OAKS MALL 6477 W NEWBERRY RD GAINESVILLE, FL	\$13,359.50
1571	THE ONTARIO MARKETPLACE LLC C/O PORTLAND FIXTURE LP/MERCURY DEVELOPM 16390 SW LANGER DRIVE SHERWOOD, OR 97140	S# 2358	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2358) ONTARIO MARKETPLACE 203 E LANE NORTH ONTARIO, OR	\$5,563.88
1572	THE OUTPARCEL B TRUST JAMES P HUTCHINSON TRUSTEE 1209 DECKER DRIVE BAYTOWN, TX 77520	S# 4526	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4526) 3426 GARTH RD BAYTOWN, TX	\$6,930.00
1573	THE PARKS AT ARLINGTON LLC 110 NORTH WACKER DRIVE C/O GENERAL GROWTH CHICAGO, IL 60606	S# 3044	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3044) THE PARKS AT ARLINGTON 3811 S COOPER ST ARLINGTON, TX	\$8,576.72
1574	THE ROSEMYR CORPORATION P.O. BOX 108 OVERNITE: 231 SOUTH GARNETT ST / ZIP: 27 HENDERSON, NC 27536	S# 4648	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4648) 1522 DABNEY DR HENDERSON, NC	\$2,534.75

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1575	THE SHOPPES AT BUCKLAND HILLS C/O PAVILIONS AT BUCKLAND HILLS L.L.C. 110 N. WACKER DR. - ATTN: LAW/LEASE ADM CHICAGO, IL 60606	S# 3440	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3440) THE SHOPPES AT BUCKLAND HILLS 194 BUCKLAND HILLS DR MANCHESTER, CT	\$20,958.19
1576	THE SORANI FAMILY REVOCABLE TRUST 17896 ROCKHURST RD. CASTRO VALLEY, CA 94546	S# 5030	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5030) 20461 REDWOOD ROAD CASTRO VALLEY, CA	\$4,354.17
1577	THE TEMPLE MALL LLC C/O PROPERTY MANAGERS LLC 3228 COLLINSWORTH STREET; ATTN: PRESIDEN TEMPLE, TX 76107	S# 1394	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1394) TEMPLE MALL 3111 S 31ST ST TEMPLE, TX	\$2,916.70
1578	THE VILLAGE AT ORANGE LLC C/O TERRAMAR RETAIL CENTER LLC 5973 AVENIDA ENCINAS SUITE 300 CARLSBAD, CA 92008	S# 4048	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4048) THE VILLAGE AT ORANGE 2131 N ORANGE MALL ORANGE, CA	\$5,775.00
1579	THE WOODLANDS MALL C/O THE WOODLANDS MALL ASSOCIATES LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 5133	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5133) THE WOODLANDS MALL 1201 LAKE WOODLANDS DRIVE SPACE 1220 THE WOODLANDS, TX	\$27,018.74
1580	THF FRUITPORT PARCEL R. DEV L.P. 211 NORTH STADIUM BLVD SUITE 201 C/O THF REALTY INC COLUMBIA, MO 65203	S# 5201	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5201) WESTSHORE PLAZA 1823 E SHERMAN BLVD MUSKEGON, MI	\$2,441.33
1581	THF GLEN CARBON DEVELOPMENT LLC C/O THE THF MANAGEMENT INC 211 N STADIUM BLVD SUITE 201 COLOMBIA, MO 65203	S# 4488	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4488) COTTONWOOD STATION MALL 146 JUNCTION DR GLEN CARBON, IL	\$2,370.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1582	THF HARRISONBURG CROSSINGS LLC 211 NORTH STADIUM BLVD SUITE 201 COLUMBIA, MO 65203	S# 3242	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3242) HARRISONBURG CROSSING 151 BURGESS RD HARRISONBURG, VA	\$4,198.75
1583	THF LAURA HILL DEVELOPMENT LLC C/O THF MANAGEMENT INC 211 N STADIUM BLVD SUITE 201 COLOMBIA, MO 65203	S# 4286	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4286) THE SHOPS AT LAURA HILL 2206 HIGHWAY K O FALLON, MO	\$4,104.83
1584	THF WENTZVILLE DEVELOPMENT L.L.C. C/O TKG MANAGEMENT INC 211 N STADIUM BLVD SUITE 201 COLUMBIA, MO 65203	S# 2092	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2092) CROSSROADS MARKET PLACE 1957 WENTZVILLE PKWY WENTZVILLE, MO	\$2,583.34
1585	THF-D CHARLESTON DEV LMTD LIABILITY COMPANY 211 N STADIUM BLVD SUITE 201 C/O THF MANAGEMENT INC COLOMBIA, MO 65203	S# 4768	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4768) DUDLEY FARMS PLAZA 220 RHL BLVD CHARLESTON, WV	\$4,958.17
1586	THIRD FAIRFAX LLC 6300 WILSHIRE BLVD SUITE 1800 C/O THE ARBA GROUP INC LOS ANGELES, CA 90048	S# 2735	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2735) TOWN AND COUNTRY S/C 6324 W 3RD ST LOS ANGELES, CA	\$9,292.95
1587	THOMAS J. LITTMAN & DEMETRA COPOULOS 1007 W. HISTORIC MITCHELL STREET MILWAUKEE, WI 53204	S# 1474	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1474) 1001 WEST MITCHELL ST MILWAUKEE, WI	\$2,334.33
1588	THOMAS L. KELLY 387 PERSOL ROAD BELLE VERNON, PA 15012	S# 6429	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6429) 850 ROSTRAVER RD BELLE VERNON, PA	\$3,625.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1589	THOUSAND OAKS MARKETPLACE LP C/O NEWMARK MERRILL COMPANIES LLC 5850 CANOGA AVE #650 WOODLAND HILLS, CA 91367	S# 473	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #473) JANSS MARKETPLACE 225 N MOORPARK RD THOUSAND OAKS, CA	\$11,350.00
1590	TIERPOINT PO BOX 82670 LINCOLN, NE 68501-2670	72287	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 12/04/2015	\$0.00
1591	TKG SMITH FARM LLC 211 N STADIUM BLVD SUITE 201 ATTN: HIRAM WATSON COLUMBIA, MO 65203	S# 48	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #48) SMITH FARMS MARKETPLACE 9002 NORTH 121ST EAST AVE OWASSO, OK	\$3,357.33
1592	TKG SOUTHEAST MARKET CENTER DEVELOPMENT L.P. 211 NORTH STADIUM BOULEVARD SUITE 201 COLUMBIA, MO 65203	S# 2801	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2801) BALCH SPRINGS COMMONS 12250 LAKE JUNE RD BALCH SPRINGS, TX	\$1,366.00
1593	TM FAIRLANE CENTER LP C/O STARWOOD RETAIL PROPERTY MGMT LLC 1 EAST WACKER DRIVE SUITE 3700 CHICAGO, IL 60601	S# 4188	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4188) FAIRLANE TOWN CENTER 18900 MICHIGAN AVE DEARBORN, MI	\$6,782.09
1594	TM MACARTHUR CENTER LP C/O STARWOOD RETAIL PROPERTY MGMT LLC 1 EAST WACKER DRIVE SUITE 3700 CHICAGO, IL 60601	S# 5118	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5118) MACARTHUR CENTER MALL 300 MONTICELLO AVE NORFOLK, VA	\$9,310.93
1595	TM NORTHLAKE MALL LP C/O STARWOOD RETAIL PROPERTY MGMT LLC 1 E WACKER DRIVE SUITE 3700 CHICAGO, IL 60601	S# 412	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #412) NORTHLAKE MALL 6801 NORTHLAKE MALL DR CHARLOTTE, NC	\$12,358.23

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1596	TM WELLINGTON GREEN MALL LP C/O STARWOOD RETAIL PROPERTY MGMT LLC 1 E WACKER DRIVE SUITE 3700 CHICAGO, IL 60601	S# 2873	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2873) WELLINGTON GREEN MALL 10300 W FOREST HILL BLVD WELLINGTON, FL	\$1,765.49
1597	TNS US, INC 3231 SE SIXTH STREET TOPEKA, KS 66607	57807	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/10/2014	\$0.00
1598	TNS 65 OAKWOOD ROAD LAKE ZURICH, IL 60047	57804	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/10/2014	\$0.00
1599	TOP PROPERTY GROUP LLC C/O COUNTY FAIR FASHION MALL COMPANY 1119 WESTMINSTER AVENUE ALHAMBRA, CA 91803	S# 1599	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1599) COUNTY FAIR MALL 1264 E GIBSON RD WOODLAND, CA	\$0.00
1600	TORNETTA REALTY CORPORATION 910 GERMANTOWN PIKE PLYMOUTH MEETING, PA 19462	S# 3373	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3373) NORTHTOWNE PLAZA 2842 DEKALB PIKE NORRISTOWN, PA	\$6,800.13
1601	TOWN CENTER AT AURORA LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1811	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1811) TOWN CENTER AT AURORA 14200 E ALAMEDA AVE AURORA, CO	\$13,653.89
1602	TOWN CENTER AT COBB LLC 225 WEST WASHINGTON STREET C/O M.S. MANAGEMENT ASSOCIATES INC. INDIANAPOLIS, IN 46204-3438	S# 4483	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4483) TOWN CENTER AT COBB 400 BARRETT PARKWAY KENNESAW, GA	\$10,008.12

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1603	TOWN EAST MALL LLC C/O GGP LP 110 N WACKER DRIVE CHICAGO, IL 60606	S# 3370	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3370) TOWN EAST MALL 1072 TOWN EAST MALL MESQUITE, TX	\$18,220.38
1604	TOWNE MALL LLC C/O MACERICH 401 WILSHIRE BLVD SUITE 700 - ATTN: LEG PO BOX 2172 SANTA MONICA, CA 90407	S# 1321	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1321) TOWNE MALL 1704 N DIXIE HWY ELIZABETHTOWN, KY	\$0.00
1605	TOWNE WEST SQUARE LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1709	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1709) TOWNE WEST SQUARE 4600 W KELLOGG WICHITA, KS	\$5,385.80
1606	TOWSON TC LLC - C/O TOWSON TOWN CENTER 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPT CHICAGO, IL 60606	S# 4513	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4513) TOWSON TOWN CENTER 825 DULANEY VALLEY RD TOWSON, MD	\$24,837.45
1607	TPRF III/SR PEARLAND LP 515 POST OAK BLVD SUITE 100 ATTN: RALPH TULLIER HOUSTON, TX 77027	S# 565	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #565) THE CENTER AT PEARLAND PARKWAY 2650 PEARLAND PARKWAY SUITE 120 PEARLAND, TX	\$6,855.07
1608	TRACY MALL PARTNERS LP 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036-7703	S# 5332	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5332) WEST VALLEY MALL 3200 NAGLEE RD TRACY, CA	\$7,946.15
1609	TREA WESTON LLC 200 E. LAS OLAS BLVD SUITE 1620 C/O CBRE FT LAUDERDALE, FL 33301	S# 981	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #981) WESTON COMMONS 4553 WESTON RD WESTON, FL	\$7,849.78

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1610	TREASURE COAST - JCP ASSOCIATES LTD 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3096	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3096) TREASURE COAST SQUARE 3354 NW FEDERAL HWY JENSEN BEACH, FL	\$7,012.38
1611	TREECO PALISADES COURT LIMITED PARTNERSHIP 10 EAST PALISADE AVENUE ENGLEWOOD, NJ 07631	S# 318	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #318) PALLISADES COURT 51 NATHANIEL PLACE ENGLEWOOD, NJ	\$5,890.16
1612	TRIANGLE EQUITIES JUNCTION LLC C/O TRIANGLE EQUITIES 30-56 WHITESTONE EXPRESSWAY WHITESTONE, NY 11354	S# 5169	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5169) 2201 NOSTRAND AVENUE BROOKLYN, NY	\$16,671.62
1613	TRIP-TUCK INC 15513 RIVERMIST DRIVE BATON ROUGE, LA 70816	S# 2817	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2817) 8065 FLORIDA BLVD BATON ROUGE, LA	\$4,970.00
1614	TROPICAIRE HIALEAH INC. 9769 SOUTH DIXIE HWY SUITE #201 MIAMI, FL 33156	S# 2880	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2880) HIALEAH SPEEDWAY CENTER 3665 W 18TH AVE HIALEAH, FL	\$2,675.00
1615	TRP MCB EASTPOINT LLC 2701-N CHARLES STREET SUITE 404 BALTIMORE, MD 21218	S# 1576	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1576) EASTPOINT MALL 7826 EASTPOINT MALL BALTIMORE, MD	\$9,170.00
1616	TRUMBULL SHOPPING CENTER #2 LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 4405	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4405) TRUMBULL SHOPPING PARK 5065 MAIN ST TRUMBULL, CT	\$20,878.92

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1617	TUCSON PLACE PARTNERS LLC 6298 E. GRANT ROAD SUITE 100 TUCSON, AZ 85721	S# 3212	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3212) TUCSON PLACE S/C 485 E WETMORE RD STE 101 TUCSON, AZ	\$5,894.81
1618	TUP 130 LLC C/O ROUSE MGMT CO LLC; ATTN: GENERAL COU 1114 AVENUE OF THE AMERICAS SUITE 2800 NEW YORK, NY 10036	S# 3438	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3438) THE MALL AT BARNES CROSSING 1001 BARNES CROSSING RD TUPELO, MS	\$2,489.48
1619	TURK-PUGH PROPERTIES C/O VERNON D. TURK JR. P.O. BOX 1210 WEST MEMPHIS, AR 72303-1210	S# 868	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #868) 111 N MISSOURI ST WEST MEMPHIS, AR	\$0.00
1620	TUTU PARK LIMITED NUMBER 26A ESTATE CHARLOTTE AMALIE SUITE NUMBER 121 ST THOMAS, 802 VIRGIN ISLANDS	S# 4275	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4275) TUTU PARK MALL 26A ESTATE CHARLOTTE AMALIE ST THOMAS, VI	\$0.00
1621	TVL PROPERTIES LLC PO BOX 1299 C/O AMERICA WEST PROPERTIES LAKE FOREST, CA 92609-1299	S# 4571	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4571) BARSTOW ROAD CENTER 512 E VIRGINIA WAY BARSTOW, CA	\$235.00
1622	TWC CHANDLER LLC C/O FREEHOLD CHANDLER TRUST LLC 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401	S# 1857	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1857) CHANDLER FASHION CENTER 3111 WEST CHANDLER BLVD CHANDLER, AZ	\$9,232.10
1623	TWELVE OAKS MALL LLC 200 EAST LONG LAKE ROAD PO BOX 200 BLOOMFIELD HILLS, MI 48303-0200	S# 4050	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4050) TWELVE OAKS MALL 27390A NOVI RD NOVI, MI	\$9,123.75

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1624	TYLER MALL LIMITED PARTNERSHIP 110 NORTH WACKER DRIVE C/O GENERAL GROWTH PROPERTIES INC CHICAGO, IL 60606	S# 3805	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3805) GALLERIA AT TYLER 1357 GALLERIA AT TYLER # E-22 RIVERSIDE, CA	\$17,134.24
1625	TYLER PINE TREE SHOPPING CENTER LLC 120 SOUTH BROADWAY #200 C/O SIGNATURE MANAGMENT INC TYLER, TX 75702	S# 616	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #616) TYLER OUTLET 3840 W HIGHWAY 64 TYLER, TX	\$4,310.33
1626	UE NORTH BERGEN TONNELLE PLAZA LLC 210 ROUTE 4 EAST C/O URBAN EDGE PROPERTIES; ATTN: CHIEF O PARAMUS, NJ 07652	S# 1926	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1926) WALMART CENTER 8800 TONNELLE AVE NORTH BERGEN, NJ	\$16,424.35
1627	UNION SQUARE NEWCASTLE JOINT VENTURE C/O MOSITES PROPERTIES LTD 4839 CAMPBELLS RUN ROAD PITTSBURGH, PA 15205	S# 5433	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5433) UNION SQUARE SC 2511 W STATE STREET NEW CASTLE, PA	\$3,764.00
1628	UNIONTOWN MALL REALTY LLC UNIONTOWN CH LLC & UNIONTOWN NASSIAM LLC C/O NAMDAR REALTY CORP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 2593	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2593) UNIONTOWN MALL 1610 MALL RUN RD UNIONTOWN, PA	\$0.00
1629	UNIVERSITY MALL REALTY LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 1309	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1309) UNIVERSITY MALL 1237 E MAIN ST CARBONDALE, IL	\$2,280.00
1630	UNIVERSITY MALL REALTY LTD. C/O ORDA CORPORATION 15400 KNOLL TRAIL SUITE 350 DALLAS, TX 75248	S# 1242	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1242) UNIVERSITY MALL 1122 N UNIVERSITY DR # 0 NACOGDOCHES, TX	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1631	UNIVERSITY MALL SHOPPING CENTER L.C. 575 EAST UNIVERSITY PARKWAY SUITE N-260 OREM, UT 84097	S# 1323	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1323) UNIVERSITY MALL 575 E UNIVERSITY PKWY OREM, UT	\$7,811.63
1632	UNIVERSITY PARK MALL LLC 225 WEST WASHINGTON STREET C/O MS MANAGEMENT ASSOC. INC. INDIANAPOLIS, IN 46204-3438	S# 3908	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3908) UNIVERSITY PARK MALL 6501 N GRAPE RD MISHAWAKA, IN	\$12,305.52
1633	UNIVERSITY REALTY ASSOCIATES LLC 1308 SOCIETY DRIVE C/O DACK REALTY ASSOCIATES CLAYMONT, DE 19703	S# 5437	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5437) UNIVERSITY PLAZA 11 UNIVERSITY PLAZA NEWARK, DE	\$109.29
1634	URBAN EDGE CAGUAS LP 210 ROUTE 4 EAST C/O URBAN EDGE CAGUAS LP PARAMUS, NJ 07652	S# 4248	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4248) LAS CATALINAS MALL CALLE BETANCES #410 CAGUAS, PR	\$26,124.12
1635	URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O SPRING UE LLC ATTN: COO PARAMUS, NJ 07652	S# 4788	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4788) 1059 BOSTON ROAD SPRINGFIELD, MA	\$5,797.74
1636	URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O UE 839 NEW YORK AVENUE LLC ATTN: COO PARAMUS, NJ 07652	S# 3443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3443) BIG H SHOPPING CENTER 823 NE YORK AVENUE HUNTINGTON, NY	\$8,725.43
1637	URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O UE BERGEN MALL OWNER LLC; ATTN: COO PARAMUS, NJ 07652	S# 134	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #134) BERGEN TOWN CENTER 2701 BERGEN PARAMUS, NJ	\$34,247.49

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1638	URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O UE MONTEHIEDRA ACQUISITION LP ATTN: PARAMUS, NJ 07652	S# 4238	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4238) MONTEHIEDRA TOWN CENTER 9410 AVE LOS ROMEROS RIO PIEDRAS, PR	\$14,764.91
1639	URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O UNION UE LLC; ATTN: COO PARAMUS, NJ 07652	S# 3039	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3039) UNION PLAZA 1745 MORRIS AVE UNION, NJ	\$12,012.10
1640	URBANCAL MANHATTAN TOWN CENTER LLC 111 EAST WACKER DRIVE SUITE 2400 ATTN: CHIEF EXECUTIVE OFFICER CHICAGO, IL 60601	S# 1871	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1871) MANHATTAN TOWN CENTER 100 MANHATTAN TOWN CTR MANHATTAN, KS	\$7,453.26
1641	US BANK NA AS TRUSTEE FOR BSCMS 2007-PWR16 RRC DES MOINES LLC DBA NAI OPTIMUM 1701-48TH STREET SUITE 111 WEST DES MOINES, IA 50266	S# 2866	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2866) NORTH GRAND MALL 2801 N GRAND MALL AMES, IA	\$2,916.67
1642	US CENTENNIAL VANCOUVER MALL LLC 8750 N CENTRAL EXPRESSWAY SUITE 1740; AT C/O CENTENNIAL REAL ESTATE MANAGEMENT LL DALLAS, TX 75231	S# 2333	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2333) VANCOUVER MALL 8700 NE VANCOUVER MALL DR VANCOUVER, WA	\$8,379.48
1643	VAL VISTA RETAIL I LLC 530 B STREET SUITE 2050 SAN DIEGO, CA 92101	S# 1015	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1015) VAL VISTA TOWNE CENTER 1505 EAST WARNER RD GILBERT, AZ	\$2,615.51
1644	VALENCIA MARKETPLACE I LLC 5743 CORSA AVENUE SUITE 200 C/O JG MANAGEMENT COMPANY INC WESTLAKE VILLAGE, CA 91362	S# 5432	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5432) VALENCIA MARKETPLACE 25590 THE OLD ROAD STEVENSON RANCH, CA	\$6,926.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1645	VALLEY MALL LLC 1600 EAST FRANKLIN AVENUE C/O CENTERCAL PROPERTIES LLC - ATTN: JEA EL SEGUNDO, CA 90245	S# 2567	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2567) VALLEY MALL PLAZA 1732 E WASHINGTON AVE UNION GAP, WA	\$4,719.05
1646	VALLEY MB LLC 875 EAST STREET TEWKSBURY, MA 01876	S# 5503	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5503) STADIUM PLAZA 10 MAIN STREET TEWKSBURY, MA	\$3,500.00
1647	VALLEY PLAZA MALL LLC 110 NORTH WACKER DRIVE CHICAGO, IL 60606	S# 1819	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1819) VALLEY PLAZA 2701 MING AVE BAKERSFIELD, CA	\$22,865.58
1648	VALLEY PROPERTIES INC. 875 EAST STREET C/O VALLEY MB LLC TEWKSBURY, MA 01876	S# 3674	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3674) WESTGATE SHOPPING CENTER 400 LOWELL AVE SUITE 4 HAVERHILL, MA	\$3,377.71
1649	VALLEY PROPERTIES INC. 875 EAST STREET C/O VALLEY MB LLC TEWKSBURY, MA 01876	S# 4765	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4765) ESSEX PLAZA 700 ESSEX ST LAWRENCE, MA	\$3,143.33
1650	VALLEY STREAM GREEN ACRES LLC 2034 GREEN ACRES MALL MANAGEMENT OFFICE/ATTN: PROPERTY MANAGER VALLEY STREAM, NY 11581	S# 4556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4556) GREEN ACRES SHOPPING CENTER 1142 GREEN ACRES SHOPPING CENTER VALLEY STREAM, NY	\$34,240.64
1651	VALLEY VIEW MALL SPE LLC - C/O CBL & ASSOCIATES MANAGEMENT INC CBL CENTER SUITE 500 2030 HAMILTON PLACE BOULEVARD CHATTANOOGA, TN 37421-6000	S# 4007	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4007) VALLEY VIEW MALL 4802 VALLEY VIEW BLVD NW ROANOKE, VA	\$6,400.13

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1652	VALLEY WEST MALL LLC 3100 WEST LAKE STREET SUITE 215 C/O WATSON CENTERS MINNEAPOLIS, MN 55416-4599	S# 1883	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1883) VALLEY WEST MALL 1551 VALLEY WEST DR WEST DES MOINES, IA	\$6,569.33
1653	VCG - SOUTHLAKE MALL LLC 1000 SOUTHLAKE MALL ATTN: GENERAL MANAGER MORROW, GA 30260	S# 4476	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4476) SOUTHLAKE MALL 2460 SOUTHLAKE MALL MORROW, GA	\$802.00
1654	VCG HERITAGE MALL LLC C/O VINTAGE CAPITAL GROUP LLC & VINTAGE 11611 SAN VICENTE BLVD 10TH FLOOR LOS ANGELES, CA 90049	S# 3055	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3055) HERITAGE MALL 1949 14TH AVE SE ALBANY, OR	\$168.00
1655	VCG WHITNEY FIELD LLC 11611 SAN VICENTE BLVD SUITE 1000 ATTN: VICE PRESIDENT ASSET MANAGEMENT LOS ANGELES, CA 90049	S# 5093	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5093) THE MALL AT WHITNEY FIELD 100 COMMERCIAL ROAD LEOMINSTER, MA	\$7,982.73
1656	VCG-SOUTHBAY PAVILION LLC PO BOX 111708 CARSON, CA 90749	S# 2368	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2368) SOUTHBAY PAVILION 20700 AVALON BLVD CARSON, CA	\$10,409.03
1657	VCG-WENATCHEE VALLEY MALL LLC 11611 SAN VICENTE BLVD SUITE 1000 LOS ANGELES, CA 90049	S# 4519	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4519) WENATCHEE VALLEY MALL 511 VALLEY MALL PKY EAST WENATCHEE, WA	\$0.00
1658	VENSTAR, INC 9250 OWENSMOUTH AVENUE CHATSWORTH, CA 91311	57875	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT SURVEYOR SYSTEM AGREEMENT DATED 11/20/2009	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1659	VENTURES III LLC 6420 SW CASTLE LANE C/O JEAN A. RICHARDSON TOPEKA, KS 66614	S# 3694	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3694) 2037 NW TOPEKA BLVD SUITE A TOPEKA, KS	\$2,500.00
1660	VERDE PASO PARTNERS LP 6500 MONTANTA AVENUE C/O MIMCO INC EL PASO, TX 79925	S# 2175	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2175) PLAZA DE FLORES 700 N ZARAGOZA RD EL PASO, TX	\$6,797.42
1661	VERMONT-SLAUSON SHOPPING CENTER LTD L.P. 1621-B SOUTH MELROSE DRIVE C/O KIMCO REALTY CORPORATION; ATTN: LEGA VISTA, CA 92081	S# 3179	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3179) VERMONT SLAUSON SHOPPING CENTER 5844 S VERMONT AVE LOS ANGELES, CA	\$13,445.56
1662	VIAPORT NEW YORK LLC 10401 US HWY 441 SUITE 336A LEESBURG, FL 34788	S# 3984	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3984) ROTTERDAM SQUARE MALL 93 WEST CAMPBELL RD SCHENECTADY, NY	\$3,770.95
1663	VICKSBURG INCOME PROPERTIES LLC VICKSBURG MALL 3505 PEMBERTON SQUARE BLVD VICKSBURG, MS 39180	S# 2522	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2522) PEMBERTON SQUARE 3505 PEMBERTON SQUARE BLVD VICKSBURG, MS	\$1,241.29
1664	VICTORIA R. SCHANTZ TRUST 2764 ARIANE DRIVE #86 SAN DIEGO, CA 92117	S# 5281	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5281) 210 LOUIS HENNA BOULEVARD ROUND ROCK, TX	\$4,522.38
1665	VIKING PLAZA REALTY GROUP LLC 911 E. COUNTY LINE ROAD SUITE 207 LAKEWOOD, NJ 08701	S# 4074	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4074) VIKING PLAZA MALL 3015 HIGHWAY 29 S ALEXANDRIA, MN	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1666	VILLAGE COMPANY LLC C/O CENTER MANAGEMENT PO BOX 31827 RALEIGH, NC 27622	S# 1675	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1675) VILLAGE SHOPPING CENTER 3020 N MAIN HOPE MILLS, NC	\$0.00
1667	VILLAVERDE PROPERTIES LLC C/O HORIZON PROPERTIES 18610 NW 87TH AVENUE SUITE 204 MIAMI, FL 33015	S# 6698	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6698) VILLAVERDE SHOPPING CENTER 3102 W 76TH ST HIALEAH, FL	\$6,235.12
1668	VINECO JOINT VENTURE 12925 RIVERSIDE DRIVE SUITE 201 C/O CHARLES DUNN REAL ESTATE SERVICES IN SHERMAN OAKS, CA 91423	S# 3542	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3542) TARGET CENTER 6423 VINELAND AVE # 27 NORTH HOLLYWOOD, CA	\$0.00
1669	VINEYARD CONCORD LP 7423 WINDING WAY FAIR OAKS, CA 95628	S# 581	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #581) VINEYARD SHPG CNTR 5100 CLAYTON RD STE 18 CONCORD, CA	\$0.00
1670	VIOLET REALTY INC MAIN PLACE LIBERTY GROUP 2100 LIBERTY BLDG BUFFALO, NY 14202-3620	S# 5176	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5176) MAIN PLACE MALL 390 MAIN STREET BUFFALO, NY	\$30.45
1671	VISALIA MALL LP C/O VISALIA MALL 110 NORTH WACKER DRIVE ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 2653	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2653) VISALIA MALL 2195 SOUTH MOONEY BLVD VISALIA, CA	\$11,120.29
1672	VOIANCE LANGUAGE SERVICES, LLC 5780 NORTH SWAN ROAD TUCSON, AZ 85718	54857	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT DATED 05/06/2014	\$0.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1673	VOLUSIA MALL LLC 2030 HAMILTON PLACE BLVD CBL CENTER SUITE 550 CHATTANOOGA, TN 37421-6000	S# 4864	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4864) VOLUSIA MALL 1700 VOLUSIA AVENUE #434 DAYTONA BEACH, FL	\$7,305.10
1674	VOORHEES CENTER REALTY LLC; VOORHEES CH LLC; VOORHEES NASSIM LLC C/O NAMDAR REALTY GROUP LLC 150 GREAT NECK ROAD SUITE 340 GREAT NECK, NY 11021	S# 3808	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3808) VOORHEES TOWN CENTER 1125 VOORHEES TOWN CENTER VOORHEES, NJ	\$4,922.23
1675	W - LD LEGENDS OWNER VII LLC C/O LEGACY ASSET MANAGEMENT LLC 1843 VILLAGE WEST PARKWAY SUITE C127 KANSAS CITY, KS 66111	S# 1331	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1331) THE LEGENDS AT VILLAGE WEST 10920 STADIUM PKWY KANSAS CITY, KS	\$10,523.89
1676	W & W PARTNERSHIP D/B/A RAINBOW SPRINGS INC 3993 HOWARD HUGHES PARKWAY SUITE 350 C/O AVISON YOUNG-NEVADA LLC LAS VEGAS, NV 89160	S# 4057	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4057) RAINBOW SPRINGS WEST 3675 S RAINBOW BLVD # 105 LAS VEGAS, NV	\$3,917.20
1677	W & Y PROPERTIES LLC 1690 W. SHAW AVENUE SUITE 220 C/O DANA BUTCHER ASSOCIATES FRESNO, CA 93711	S# 1489	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1489) TIMES SQUARE 3656 W SHAW AVE FRESNO, CA	\$0.00
1678	W. GORDON GEMENY 630 ROLLING ROAD DOWELL, MD 20629	S# 6150	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6150) 4214 EAST MAIN ST WHITEHALL, OH	\$0.00
1679	W.B.C. PROPERTIES C/O THE HINMAN COMPANY 750 TRADE CENTER WAY SUITE 100 KALAMAZOO, MI 49002	S# 6200	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6200) 5138 S WESTNEDGE AVENUE PORTAGE, MI	\$5,695.25

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1680	W/J COMMERCIAL VENTURE LP 2716 OCEAN PARK BLVD SUITE 2025 ATTN: GENREAL COUNSEL SANTA MONICA, CA 90405	S# 1140	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1140) NORTH LAKE SQUARE 1245 N LAKE AVE PASADENA, CA	\$10,158.93
1681	W/S EPPING LLC C/O WS ASSET MANAGEMENT INC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 5020	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5020) EPPING CROSSING 29 FRESH RIVER ROAD EPPING, NH	\$7,408.61
1682	W/S WESTBROOK ASSOCIATES LLC C/O WS ASSET MANAGEMENT INC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 4626	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4626) WESTBROOK PLAZA 11 MAIN ST WESTBROOK, ME	\$8,224.50
1683	WAKEFIELD MALL ASSOCIATES 151 COOLIDGE AVENUE SUITE 104 WATERTOWN, MA 02172	S# 5527	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5527) WAKEFIELD MALL 160 OLD TOWER ROAD WAKEFIELD, RI	\$2,916.67
1684	WALCENT ELK/IN LLC 2701 EAST CAMELBACK ROAD SUITE 150 C/O ARCITERRA GROUP LLC PHOENIX, AZ 85016	S# 6553	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6553) NORTHFIELD PLAZA SC 2731 EMERSON DRIVE ELKHART, IN	\$4,444.32
1685	WALDORF SHOPPERS WORLD LLC 6001 MONTROSE ROAD SUITE 700 C/O RICHARD H. RUBIN MANAGEMENT CORP. ROCKVILLE, MD 20852	S# 96	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #96) WALDORF SHOPPERS WORLD 3280 CRAIN HWY WALDORF, MD	\$6,280.70
1686	WALJAS LLC PO BOX 161150 AUSTIN, TX 78716	S# 1215	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1215) JASPER PLAZA 820 W GIBSON ST JASPER, TX	\$2,766.25

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1687	WALLACE PROPERTIES-KENNEWICK LLC 330 112TH AVENUE NE BELLEVUE, WA 98004	S# 2392	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2392) KENNEWICK PLAZA 2817 W KENNEWICK AVE KENNEWICK, WA	\$4,564.43
1688	WALTON FOOTHILLS HOLDINGS VI LLC 900 N MICHIGAN AVENUE SUITE 1900 CHICAGO, IL 60611	S# 1810	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1810) FOOTHILLS FASHION MALL 215 E FOOTHILLS PKY STE 125 FORT COLLINS, CO	\$7,975.06
1689	WARLAND INVESTMENTS COMPANY 1299 OCEAN AVENUE SUITE 300 SANTA MONICA, CA 90401	S# 1433	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1433) CYPRESS FASHION PLAZA 6868 KATELLA AVE CYPRESS, CA	\$7,442.29
1690	WARRENTON CENTER LLC 8405 GREENSBORO DRIVE SUITE 830 C/O RAPPAPORT MANAGEMENT COMPANY MCLEAN, VA 22102-5121	S# 5361	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5361) WARRENTON CENTER 251 W LEE HWY WARRENTON, VA	\$6,150.75
1691	WARWICK MALL L.L.C. C/O BLISS PROPERTIES INC. 245 WATERMAN STREET / PO BOX 2513 PROVIDENCE, RI 02906-0513	S# 4691	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4691) WARWICK MALL 400 BALD HILL RD STE 402 WARWICK, RI	\$14,644.13
1692	WASHINGTON MALL - JCP ASSOCIATES C/O MOSITES DEVELOPMENT COMPANY 4839 CAMPBELLS RUN ROAD PITTSBURGH, PA 15205	S# 3180	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3180) TRINITY POINT SC 54 TRINITY POINT DRIVE WASHINGTON, PA	\$5,284.79
1693	WASHINGTON SQUARE OWNER LLC PO BOX 188 OVERNITE: 141 E. SIDNEY AVENUE SUITE M-5 MT VERNON, NY 10552	S# 5478	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5478) COPPER TREE SHOPPING PLAZA 350 RAMAPO VALLEY ROAD OAKLAND, NJ	\$4,969.42

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1694	WATERLOO OWNER LLC C/O EXTELL DEVELOPMENT COMPANY 9911 SHELBYVILLE ROAD SUITE 200 LOUISVILLE, KY 40223	S# 867	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #867) CROSSROADS CENTER 2060 CORSSROADS BLVD WATERLOO, IA	\$0.00
1695	WAYMAN DEVELOPMENT COMPANY 2124 TANGLEWOOD TOLEDO, OH 43614	S# 3024	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3024) 1705 W LASKEY RD TOLEDO, OH	\$1,950.00
1696	WAYNE TOWNE ENTERPRISES LTD 3690 ORANGE PLACE SUITE 111 BEACHWOOD, OH 44122	S# 4516	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4516) 3953 BURBANK RD WOOSTER, OH	\$6,922.85
1697	WBLP DELAWARE LIMITED PARTNERSHIP 4811 S. 76TH STREET SUITE 211 GREENFIELD, WI 53220-4352	S# 3620	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3620) WESTBROOK SHOPPING CENTER 2140 E MORELAND BLVD WAUKESHA, WI	\$0.00
1698	WC INDEPENDENCE CENTER LLC 401 CONGRESS AVENUE 33RD FLOOR C/O WORLD CLASS CAPITAL GROUP LLC; ATTN: AUSTIN, TX 78701	S# 62	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #62) 4023 S NOLAND RD INDEPENDENCE, MO	\$1,633.12
1699	WC MRP DES MOINES CENTER LLC C/O GREENSTAR PROPERTY MANAGEMENT LLC 401 CONGRESS AVENUE 33RD FLOOR AUSTIN, TX 78701	S# 4116	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4116) SOUTHDAL SHOPS CENTER 5110 SE 14TH ST DES MOINES, IA	\$3,409.15
1700	WC NORTH OAKS HOUSTON LP C/O GREENSTAR PROPERTY MGMT LLC 1122 S CAPITAL OF TX HWY SUITE 300 AUSTIN, TX 78746	S# 3266	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3266) NORTH OAKS SC 4603 FM 1960 RD W HOUSTON, TX	\$1,632.45

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1701	WEA PALM DESERT LLC 2049 CENTURY PARK EAST 41ST FLOOR C/O WESTFIELD LLC - ATTN: LEGAL DEPT LOS ANGELES, CA 90067	S# 5144	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5144) PALM DESERT TOWN CENTER 72840 HWY 111 SPACE D162 PALM DESERT, CA	\$11,593.16
1702	WEA SOUTHCENTER LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 4307	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4307) SOUTHCENTER MALL 2866 SOUTHCENTER MALL TUKWILA, WA	\$25,966.60
1703	WEBSTER SQUARE SHOPPING CENTER LLC - C/O BEAL AND COMPANY INC 177 MILK STREET ATTN:STEPHEN N FABER SVP-ASSET MGMT & MI BOSTON, MA 02109-3410	S# 5391	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5391) WEBSTER SQUARE 68 STAFFORD STREET WORCESTER, MA	\$3,333.33
1704	WEINGARTEN LAS TIENDAS JV 2600 CITADEL PLAZA DRIVE SUITE 125 ATTN: GENERAL COUNSEL HOUSTON, TX 77008	S# 4344	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4344) LAS TIENDAS SHOPPING CENTER 924 E EXPRESSWAY 83 MCALLEN, TX	\$13,149.90
1705	WEINGARTEN REALTY INVESTORS P.O. BOX 924133 HOUSTON, TX 77292-4133	S# 3415	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3415) MOORE PLAZA 5425 S PADRE ISLAND DR CORPUS CHRISTI, TX	\$7,855.21
1706	WEINGARTEN REALTY INVESTORS PO BOX 200518 PROJECT #0328-001/LEASE #LPAYLSI01 HOUSTON, TX 77216	S# 3278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3278) LARGO MALL 10500 ULMERTON RD LARGO, FL	\$7,388.58
1707	WEINGARTEN REALTY INVESTORS PO BOX 924133 HOUSTON, TX 77292	S# 3645	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3645) MCALLEN SHOPPING CENTER 7400 N 10TH ST MCALLEN, TX	\$13,421.42

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1708	WEINGARTEN/MILLER/AURORA II LLC AND GDC AURORA LLC PO BOX 924133 ATTN: GENERAL COUNSEL HOUSTON, TX 77292-4133	S# 4359	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4359) AURORA CITY PLACE 14152 E CEDAR AVE AURORA, CO	\$12,664.07
1709	WELLMAKARA LLC C/O ACRE GROUP 2 CENTRAL AVENUE PO BOX 422 NEW HARTFORD, CT 06057	S# 4613	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4613) AMITY PLAZA 154 AMITY RD NEW HAVEN, CT	\$2,901.00
1710	WEST 5TH STREET PROPERTIES L.P. 3435 CARIBETH DRIVE ENCINO, CA 91436	S# 4487	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4487) 100 W 5TH ST DOUGLAS, AZ	\$2,733.33
1711	WEST ACRES DEVELOPMENT LLP 3902 13TH AVENUE SUITE 3717 FARGO, ND 58103-3357	S# 3737	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3737) WEST ACRES MALL 3902 13TH AVE S FARGO, ND	\$13,851.77
1712	WEST COUNTY MALL CMBS LLC 2030 HAMILTON PLACE BOULEVARD SUITE 500 C/O CBL & ASSOCIATES MANAGEMENT INC CHATTANOOGA, TN 37421-6000	S# 3767	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3767) WEST COUNTY MALL 8 WEST COUNTY CENTER DES PERES, MO	\$22,147.62
1713	WEST DAKOTA CONSOLIDATED INC; DAVID WILKINSON AS EXECUTOR OF THE DORIS J WILKINSON ESTATE; CINDY G 4315 STERLINGTON ROAD MONROE, LA 71203	S# 369	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #369) 3011 LOUISVILLE AVE MONROE, LA	\$2,180.00
1714	WEST PALM REALTY LLC & WEST PALM NASSIMLLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 1548	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1548) SEARS SC 4618 FOREST HILL BLVD WEST PALM BEACH, FL	\$0.00

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1715	WEST RIDGE MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 3065	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3065) WEST RIDGE MALL 1801 SW WANAMAKER RD TOPEKA, KS	\$1,325.29
1716	WEST TOWN CORNERS LLC C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 1230	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1230) WEST TOWN CORNERS 280 S SR 434 ALTAMONTE SPRINGS, FL	\$6,577.42
1717	WEST VOLUSIA INVESTORS LLC 240 BROOKSTONE CENTRE PARKWAY C/O VICTORY REAL ESTATE INVESTMENTS LLC COLUMBUS, GA 31904	S# 3561	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3561) WEST VOLUSIA SHOPPING CENTER 2621 S WOODLAND BLVD DELAND, FL	\$4,554.39
1718	WESTCOR REALTY LIMITED PARTNERSHIP C/O EAST MESA MALL LLC 11411 NORTH TATUM BLVD PHOENIX, AZ 85028	S# 3462	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3462) SUPERSTITION SPRINGS 6555 E SOUTHERN AVE MESA, AZ	\$23,971.94
1719	WESTCOR SANTAN VILLAGE LLC C/O WESTCOR SANTAN HOLDINGS LLC 401 WILSHIRE BLVD STE 700 SANTA MONICA, CA 90401	S# 2889	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2889) SAN TAN VILLAGE REGIONAL CENTER 2180 E WILLIAMS FIELD RD GILBERT, AZ	\$5,286.32
1720	WESTERLY ASSOCIATES LLC C/O FIGURE 8 PROPERTIES 433 S MAIN STREET SUITE 328 WEST HARTFORD, CT 06110	S# 5483	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5483) FRANKLIN SHOPPING PLAZA 100 FRANKLIN STREET UNIT D WESTERLY, RI	\$2,333.33
1721	WESTERN & VENICE SC LLC 8245 W 4TH STREET LOS ANGELES, CA 90048	S# 4631	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4631) 1707 S WESTERN AVE LOS ANGELES, CA	\$12,703.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1722	WESTFALL TOWN CENTER JV C/O METRO COMMERCIAL MANAGEMENT SERVICES 307 FELLOWSHIP ROAD SUITE 300 MOUNT LAUREL, NJ 08054	S# 6595	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6595) WESTFALL TOWNE CENTER 111 HULST DR MATAMORAS, PA	\$5,361.50
1723	WESTFIELD TOPANGA OWNER LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 5017	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5017) WESTFIELD TOPANGA 6600 TOPANGA CANYON BLVD CANOGA PARK, CA	\$15,246.54
1724	WESTGATE INVESTORS LLC 240 BROOKSTONE CENTRE PARKWAY C/O VICTORY REAL ESTATE INVESTMENTS LLC COLUMBUS, GA 31904	S# 1203	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1203) WESTGATE SC 8847 VETERANS BLVD METAIRIE, LA	\$4,419.25
1725	WESTGATE MALL CMBS LLC 2030 HAMILTON PLACE BLVD SUITE 500 C/O CBL & ASSOCIATES MANAGEMENT LLC; C/O CHATTANOOGA, TN 37421	S# 3015	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3015) WESTGATE MALL 205 W BLACKSTOCK RD SUITE 330 SPARTANBURG, SC	\$3,108.57
1726	WESTGATE MALL REALTY GROUP LLC 911 EAST COUNTY LINE ROAD SUITE 207 C/O LEXINGTON REALTY INTERNATIONAL LAKEWOOD, NJ 08701	S# 4059	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4059) WESTGATE MALL 14136 BAXTER DR BRAINERD, MN	\$2,021.10
1727	WESTLAND SOUTH SHORE MALL L.P. 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	S# 4671	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4671) SOUTH SHORE MALL 1701 SUNRISE HWY BAY SHORE, NY	\$18,368.89
1728	WESTMINSTER MALL LLC C/O WP GLIMCHER INC 180 EAST BROAD STREET ATTN: GEN COUNSEL COLUMBUS, OH 43215	S# 1838	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1838) WESTMINSTER MALL 2036 WESTMINSTER MALL WESTMINSTER, CA	\$20,617.55

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1729	WESTMORELAND INC 6400 POWERS FERRY ROAD NW SUITE 320 ATLANTA, GA 30339	S# 5698	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5698) 4704 SOUTH BLVD CHARLOTTE, NC	\$7,375.00
1730	WESTOWN INVESTORS LLC 1840 MAIN STREET SUITE 204 WESTON, FL 33326	S# 2620	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2620) WESTOWN SQUARE SHOPPING CENTER 10730 LORAIN AVE CLEVELAND, OH	\$0.00
1731	WESTPARK SHOPPING CENTER LLC PO BOX 1277 C/O WHITE-LEASEURE DEVELOPMENT BOISE, ID 83701-1277	S# 5379	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5379) WESTPARK TOWNE PLAZA 411 N MILWAUKEE #B2 BOISE, ID	\$3,969.21
1732	WESTROADS MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN DEPT. CHICAGO, IL 60606	S# 4180	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4180) WESTROADS MALL 10000 CALIFORNIA ST STE 2513 OMAHA, NE	\$12,477.39
1733	WESTVIEW CENTER ASSOCIATES LC 8 INDUSTRIAL WAY EAST 2ND FLOOR C/O WHARTON REALTY GROUP INC EATONTOWN, NJ 07724	S# 1542	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1542) WESTVIEW MALL 5814 BALTIMORE NATIONAL PIKE BALTIMORE, MD	\$5,488.18
1734	WESTWARD REALTY LLC 15 W 37TH STREET 11TH FLOOR C/O DR. JAYS INC NEW YORK, NY 10018	S# 3652	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3652) 1552-54 WESTCHESTER AVE BRONX, NY	\$8,332.70
1735	WESTWOOD HOLDINGS LLC C/O WORLD GROUP 780 NORTH 114TH STREET OMAHA, NE 68154	S# 788	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #788) WESTWOOD PLAZA 12289 W CENTER RD OMAHA, NE	\$2,142.84

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1736	WETHERSFIELD SHOPPING CENTER ASSOCIATESLLC 433 SOUTH MAIN STREET SUITE 328 CO M.J. NEIDITZ & COMPANY WEST HARTFORD, CT 06110	S# 1514	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1514) WETHERSFIELD SHOPPING CENTER 1063 SILAS DEANE HIGHWAY WETHERSFIELD, CT	\$6,569.69
1737	WHEATON PLAZA REGIONAL SHOPPING CENTER LLC 2049 CENTURY PARK EAST 41ST FLOOR C/O WESTFIELD LLC LOS ANGELES, CA 90067	S# 1884	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1884) WHEATON MALL 11160 VEIRS MILL RD WHEATON, MD	\$26,942.05
1738	WHITE MARSH MALL LLC - C/O WHITE MARSHMALL 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 3778	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3778) WHITE MARSH MALL 8200 PERRY HALL BLVD BALTIMORE, MD	\$21,010.48
1739	WHITEMAK ASSOCIATES C/O WP GLIMCHER INC ATTN: GENERAL COUNSE 180 EAST BROAD STREET COLUMBUS, OH 43215	S# 3977	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3977) WHITEHALL MALL 1213 WHITEHALL MALL WHITEHALL, PA	\$9,374.16
1740	WHITESTONE FOUNTAIN SQUARE LLC C/O WHITESTONE REIT-FOUNTAIN SQUARE; ATT 20789 N PIMA ROAD SUITE 210 SCOTTSDALE, AZ 85255	S# 1388	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1388) FOUNTAIN SQUARE 350 E BELL ROAD 14.15 PHOENIX, AZ	\$3,940.09
1741	WHLR - CONYERS CROSSING LLC C/O WHEELER REAL ESTATE LLC; RIVERSEDGE 2529 VIRGINIA BEACH BLVD VIRGINIA, VA 23452	S# 650	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #650) CONYERS CROSSING 1489 HIGHWAY 138 SE CONYERS, GA	\$4,129.58
1742	WIDEWATERS NEW BERN COMPANY LLC 5786 WIDEWATERS PARKWAY BOX 3 C/O THE WIDEWATERS GROUP INC ATTN: LEASE DEWITT, NY 13214-0003	S# 443	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #443) NEW BERN COMMONS 4501 NEW BERN AVE RALEIGH, NC	\$4,314.69

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1743	WILLOWBROOK MALL (TX) LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMINISTRATION DEPARTME CHICAGO, IL 60606	S# 3189	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3189) WILLOWBROOK MALL 7925 FM 1960 RD W HOUSTON, TX	\$20,263.02
1744	WILLOWBROOK MALL LLC 110 N. WACKER DR. ATTN: LAW/LEASE ADMIN DEPT CHICAGO, IL 60606	S# 4119	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4119) WILLOWBROOK MALL 1370 WILLOWBROOK MALL WAYNE, NJ	\$27,435.82
1745	WILSON INVESTMENT PROPERTIES INC PO BOX 20969 RALEIGH, NC 27619	S# 771	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #771) WAKE POINTE 11216 CAPITAL BLVD WAKE FOREST, NC	\$0.00
1746	WILSONTOWN II LLC 161 OTTAWA AVE NW SUITE 104 GRAND RAPIDS, MI 49503	S# 3108	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3108) 4830 WILSON AVE SUITE 620 WYOMING, MI	\$0.00
1747	WILTON MALL LLC C/O WESTCOR REALTY LIMITED PARTNERSHIP 401 WILSHIRE BLVD SUITE 700 SANTA MONICA, CA 90401	S# 3554	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3554) WILTON MALL 3065 ROUTE 50 SARATOGA SPRINGS, NY	\$4,736.97
1748	WINDALIER WEST LEBANON LLC ONE BURLINGTON WOODS DRIVE BURLINGTON WO C/O KEYPOINT PARTNERS LLC BURLINGTON, MA 01803	S# 4409	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4409) K MART SHOPPING CENTER 200 S MAIN ST UNIT 5 WEST LEBANON, NH	\$4,480.67
1749	WINDWARD PARTNERS X LP 4300 WESTWAY AVE C/O LVG INVESTMENTS LLC DALLAS, TX 75205	S# 2041	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2041) UNIVERSITY PLAZA 401 N HIGHWAY 77 STE 20 WAXAHACHIE, TX	\$1,530.00

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1750	WINIFRED M. PITKIN TRUST C/O HEKEMIAN & COMPANY INC. 505 MAIN STREET HACKENSACK, NJ 07601	S# 4786	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4786) 1 S WASHINGTON AVE BERGENFIELD, NJ	\$10,503.30
1751	WINSTON-SALEM (OAK SUMMIT) WMC LLC 8816 SIX FORKS ROAD SUITE 201 C/O RIVERCREST REALTY ASSOCIATES LLC RALEIGH, NC 27615	S# 1839	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1839) OAK SUMMIT 374 EAST HANES MILL RD WINSTON SALEM, NC	\$4,083.33
1752	WOLF CREEK CENTER LLC 818 TARA PLAZA PAPILLION, NE 68046	S# 775	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #775) WOLF CREEK SC 10503 SOUTH 15TH ST BELLEVUE, NE	\$3,060.12
1753	WOODBRIIDGE CENTER PROPERTY LLC 110 NORTH WACKER DRIVE C/O GENERAL GROWTH PROPERTIES INC CHICAGO, IL 60606	S# 3797	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3797) WOODBRIIDGE CENTER MALL 102 WOODBRIDGE CENTER DR WOODBRIIDGE, NJ	\$9,592.10
1754	WOODBRIIDGE UE LLC 210 ROUTE 4 EAST C/O URBAN EDGE PROPERTIES PARAMUS, NJ 07652	S# 2183	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2183) 306 ROUTE 9 NORTH WOODBRIIDGE, NJ	\$11,595.48
1755	WOODFIELD MALL LLC C/O SIMON PROPERTY GROUP 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	S# 5663	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5663) WOODFIELD MALL 5 WOODFIELD MALL SUITE F101 SCHAUMBURG, IL	\$16,966.87
1756	WOODHAVEN SHOES LLC 4755 TECHNOLOGY WAY SUITE 209 SUN BELT FOOD CO INC; C/O MARCIA GERSTEN BOCA RATON, FL 33431	S# 6249	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6249) 22710 ALLEN RD WOODHAVEN, MI	\$2,596.50

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1757	WOODLAND ELECT 4600 SE OAK BEND DR BERRYTON, KS 66409	49271	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICE AGREEMENT DATED 7/16/2009	\$0.00
1758	WOODLAND HILLS MALL LLC C/O M.S. MANAGEMENT ASSOCIATES INC 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204-3438	S# 3196	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3196) WOODLAND HILLS MALL 7021 S MEMORIAL DR TULSA, OK	\$14,734.49
1759	WOODLAND PLAZA II 199 S. LOS ROBLES AVE. #840 C/O HALFERTY MANAGEMENT CO. PASADENA, CA 91101	S# 5005	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5005) WOODLAND PLAZA 11 176 NIBLICKS ROAD PASO ROBLES, CA	\$6,839.97
1760	WOODRUFF INVESTMENT PARTNERS LLC C/O THE FURMAN CO. ATTN: MATTHEW E. COVI PO BOX 1508 GREENVILLE, SC 29602	S# 5778	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5778) TARGET SHOPPING CENTER 1106A WOODRUF RD GREENVILLE, SC	\$4,621.36
1761	WP CASA GRANDE RETAIL LLC C/O WDP PARTNERS ATTN: TODD CHESTER 11411 NORTH TATUM BLVD PHOENIX, AZ 85028	S# 892	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #892) PROMENADE AT CASA GRANDE 1005 N PROMENADE PKWY CASA GRANDE, AZ	\$5,672.54
1762	WP GALLERIA REALTY LP C/O PACIFIC RETAIL CAPITAL PARTNERS; ATT 100 N SEPULVEDA BLVD SUITE 1925 EL SEGUNDO, CA 90245	S# 2395	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2395) THE GALLERIA AT WHITE PLAINS 100 MAIN ST WHITE PLAINS, NY	\$8,835.75
1763	WPG WESTSHORE LLC C/O WASHINGTON PRIME GROUP INC 180 EAST BROAD STREET; ATTN: GENERAL COU COLOMBUS, OH 43215	S# 6641	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6641) 346 WESTSHORE PLAZA TAMPA, FL	\$12,052.09

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1764	WRI CHARLESTON COMMONS LLC 2600 CITADEL PLAZA DRIVE SUITE 125 ATTN: GENERAL COUNSEL HOUSTON, TX 77008	S# 3738	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3738) CHARLESTON COMMONS 163 N NELLIS BLVD LAS VEGAS, NV	\$14,970.66
1765	WRI GALLERIA LLC PO BOX 924133 C/O WEINGARTEN REALTY INVESTORS HOUSTON, TX 77292-4133	S# 1684	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1684) GALLERIA SHOPPING CENTER 1816 GALLERIA BLVD CHARLOTTE, NC	\$4,897.26
1766	WRI GOLDEN STATE LLC PO BOX 924133 C/O WEINGARTEN REALTY HOUSTON, TX 77292-4133	S# 2765	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2765) PROSPECTORS PLAZA 3966 MISSOURI FLAT RD PLACERVILLE, CA	\$7,593.90
1767	WRI WEST JORDAN LLC 850 ENGLEWOOD PARKWAY SUITE 200 C/O MILLER WEINGARTEN ENGELWOOD, CO 80110-7328	S# 987	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #987) WEST JORDAN TOWN CENTER 6802 S REDWOOD RD WEST JORDAN, UT	\$0.00
1768	WRIGHT/HURD PROPERTIES LLC 1418 B GREENSBORO AVENUE TUSCALOOSA, AL 35401	S# 1766	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1766) FOOD WORLD PLAZA SOUTH 600 SKYLAND BLVD E TUSCALOOSA, AL	\$3,633.44
1769	WS KERNAN VILLAGE LLC PO BOX 924133 C/O WEINGARTEN REALTY INVESTORS; ATTN: G HOUSTON, TX 77292-4133	S# 338	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #338) 11900 ATLANTIC BLVD SUITE 201 JACKSONVILLE, FL	\$6,922.29
1770	WSPGB MALL LLC 818 WEST RIVERSIDE AVENUE SUITE 300 C/O GOODALE & BARBIERI COMPANY SPOKANE, WA 99201	S# 3838	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3838) KALISPELL CENTER MALL 20 N MAIN ST KALISPELL, MT	\$3,212.85

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1771	WVA 340 LLC 8191 STRAWBERRY LANE SUITE 3 C/O UNIWEST COMMERCIAL REALTY FALLS CHURCH, VA 22042	S# 5381	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5381) JEFFERSON CROSSING 114 FLOWING SPRINGS RD CHARLES TOWN, WV	\$3,895.67
1772	WWM SC DUNCANVILLE INC C/O NAVIKA CAPITAL GROUP LLC 1274 RXR PLAZA; 12TH FL WEST WING UNIONDALE, NY 11556	S# 1631	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1631) WHEATLAND PLAZA 3215 KIRKWOOD DR DALLAS, TX	\$9,034.65
1773	WWW CROSSINGS LLC C/O COLLIER INTERNATIONAL 4520 MAIN SUITE 1000 KANSAS CITY, MO 64111	S# 2643	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2643) CHOUTEAU CROSSING SC 4367 NE CHOUTEAU TRAFFICWAY KANSAS CITY, MO	\$4,034.74
1774	WYOMING MALL LTD 700 MALL DRIVE PORTAGE, MI 49024	S# 968	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #968) WYOMING VILLAGE 1218 28TH ST SW WYOMING, MI	\$2,717.97
1775	Y & D PROPERTIES LLC 30150 TELEGRAPH SUITE 444 BINGHAM FARMS, MI 48025	S# 2404	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2404) 11330 GRATIOT AVE DETROIT, MI	\$0.00
1776	YOO JIN LODGING LLC 1611 VIRGINIA AVENUE BOX 503 DBA PONY VILLAGE MALL NORTH BEND, OR 97459	S# 776	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #776) PONY VILLAGE MALL 1611 VIRGINIA AVE NORTH BEND, OR	\$0.00
1777	YORK GALLERIA LP C/O CBL & ASSOCIATES MANAGEMENT LP ONE YORK GALLERIA YORK, PA 17402	S# 3362	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3362) YORK GALLERIA 2899 WHITEFORD RD YORK, PA	\$6,254.48

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1778	YORK RIVER CROSSING ASSOC. LLC 735 THIMBLE SHOALS BLVD #100 C/O TOWER PARK MANAGEMENT CORPORATION NEWPORT NEWS, VA 23606	S# 5160	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5160) YORK RIVER CROSSING SHOPPING CENTER 2365 YORK CROSSING DRIVE HAYES, VA	\$2,456.00
1779	YSM INVESTMENT NO. 1 LLC 11799 SEBASTIAN WAY SUITE 105 C/O PACIFIC CENTURY INVESTMENT INC RANCHO CUCAMONGO, CA 91730	S# 6062	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6062) 10730 FOOTHILL BLVD STE 130 RANCHO CUCAMONGA, CA	\$9,156.61
1780	YTC MALL OWNER LLC C/O PACIFIC RETAIL CAPITAL PARTNERS LLC. 100 N SEPULVEDA BLVD SUITE 1925 EL SEGUNDO, CA 90245	S# 5779	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5779) YORKTOWN CENTER 170 YORKTOWN CENTER LOMBARD, IL	\$5,398.76
1781	YUMA PALMS LEASE CO LLC 2901 BUTTERFIELD RD C/O YUMA PALMS DST OAK BROOK, IL 60523	S# 282	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #282) YUMA PALMS REGIONAL CENTER 1401 S YUMA PALMS PARKWAY 8 YUMA, AZ	\$7,453.73
1782	ZAAC INVESTMENT LLC PO BOX 1683 WESTERVILLE, OH 43086-1683	S# 6600	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6600) 5620 CLEVELAND AVE COLUMBUS, OH	\$5,666.29
1783	ZACK'S FAMILY TRUST JACQUELYN H. HIBBLER TRUSTEE 8929 BRIAR FOREST DRIVE HOUSTON, TX 77024	S# 247	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #247) 2303 MACARTHUR DR WEST ORANGE, TX	\$0.00
1784	ZAMINDAR OM LLC C/O BINGHAM REALTY INC 38070 DAUGHTERY ROAD ZEPHYRHILLS, FL 33540	S# 325	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #325) 2737 SE HIGHWAY 70 ARCADIA, FL	\$2,635.82

Exhibit B-2: Schedule of Executory Contracts and Unexpired Leases Assumed as Amended by the Debtors

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
1785	ZARCAL ZANESVILLE LLC 14600 DETROIT AVENUE #1500 C/O ZAREMBA SHOPPING CENTERS LLC LAKEWOOD, OH 44107	S# 2209	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2209) NORTHPOINTE CENTER 3871 GORSKY DRIVE ZANESVILLE, OH	\$2,704.28
TOTAL CURE AMOUNT:					\$12,472,034.37

Exhibit E

The Schedule of Rejected Executory Contracts and Unexpired Leases

Exhibit E

Rejected Executory Contract and Unexpired Lease Schedule

This schedule includes Executory Contracts and Unexpired Leases the Debtors currently contemplate rejecting pursuant to Article V of the Plan.

As set forth in Article V.J. of the Plan, neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Reject Executory Contract and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors has any liability thereunder.

Notwithstanding Article V.A of the Plan or any other provision thereof or any provision of the Bankruptcy Code, all contracts where any Canadian Debtor is the counterparty other than those contracts expressly listed on this Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, are hereby assumed by the applicable Reorganized Debtor whether or not such contract is listed in Exhibit D and such contracts shall revest in and be fully enforceable by such Reorganized Debtor in accordance with its terms, unless otherwise agreed by such Reorganized Debtor and the counterparty and except as such terms are expressly modified by any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law, where such order is recognized by the applicable Canadian court. For greater certainty, only those contracts expressly listed on this Exhibit E, Rejected Executory Contract and Unexpired Lease Schedule, shall be rejected by the Canadian Debtors and no contracts where any the Canadian Debtor is the counterparty shall be automatically rejected pursuant to the terms of the Plan or any provision of the Bankruptcy Code.

This Schedule of Executory Contracts and Unexpired Leases rejected by the Debtors is indicative in nature, and may not include each and every executory contract or unexpired lease of the Debtors.

The Debtors' review and analysis remains ongoing and they reserve the right to amend this schedule to add, delete, or reclassify any executory contract or unexpired lease.

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
1	1150 SO. BRISTOL INC C/O NOBLE MANAGEMENT COMPANY 747 WEST KATELLA AVENUE; SUITE 102 ORANGE, CA 92867	S# 2906	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2906) BRISTOL-MCFADDEN PLAZA 1150 S BRISTOL ST SANTA ANA, CA	July 31, 2017
2	1713 CORPORATION 218 MAPLEWOOD AVENUE OAKHURST, NJ 07755	S# 4955	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4955) 1713 CHURCH AVENUE BROOKLYN, NY	July 31, 2017
3	1718 VINE ST LLC 6 BAYMARE ROAD BELL CANYON, CA 91307	S# 2330	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2330) 2336 E CESAR E CHAVEZ AVE LOS ANGELES, CA	July 31, 2017
4	1900 JOHNSON DRIVE PARTNERS LLC 1861 N ROCK ROAD SUITE 200 WICHITA, KS 67206	S# 4948	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4948) DERBY RETAIL SHOPPING CENTER 1900 NORTH JOHNSON DERBY, KS	July 31, 2017
5	2 FEET PRODUCTIONS, INC. 888 7TH AVENUE, 12TH FLOOR NEW YORK, NY 10106	55020	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/04/2011 PLUS AMENDMENTS	Effective Date
6	2 FEET PRODUCTIONS, INC. 888 7TH AVENUE, 12TH FLOOR NEW YORK, NY 10106	55003	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 10/01/2011 PLUS AMENDMENTS	Effective Date
7	2 FEET PRODUCTIONS, INC. 888 7TH AVENUE, 12TH FLOOR NEW YORK, NY 10106	55008	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT 1 TO SERVICES AGREEMENT AND BUYING AGENT AGREEMENT DATED 12/31/2012	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
8	2 FEET PRODUCTIONS, INC. 888 7TH AVENUE, 12TH FLOOR NEW YORK, NY 10106	55010	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT BUYING AGENT AGREEMENT DATED 10/01/2011	Effective Date
9	2 FEET PRODUCTIONS, INC. 888 7TH AVENUE, 12TH FLOOR NEW YORK, NY 10106	55016	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 04/12/2012	Effective Date
10	2 FEET PRODUCTS, INC. C/O UDI AVSHALOM 887 7TH AVE, #1200 NEW YORK, NY 10106	55024	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 01/09/2013	Effective Date
11	231ST RIVERDALE LLC 1412 BROADWAY 3RD FLOOR C/O ACHS MANAGEMENT CORPORATION NEW YORK, NY 10018	S# 4783	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4783) 186 W 231ST ST BRONX, NY	July 31, 2017
12	3MJ ASSOCIATES LLC 585 MASSACHUSETTS AVENUE C/O 3MJ REALTY MANAGEMENT LLC CAMBRIDGE, MA 02139	S# 4268	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4268) CENTRAL SQUARE 599 MASSACHUSETTS AVE CAMBRIDGE, MA	July 31, 2017
13	3Q GLOBAL 1031 EAST INDIANTOWN ROAD SUITE 300 JUPITER, FL 33477	55029	PAYLESS SHOESOURCE WORLDWIDE, INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) COST ESTIMATE DATED 01/27/2014	Effective Date
14	A.T. KEARNEY PROCUREMENT AND ANALYTIC SOLUTIONS 222 WEST ADAMS ST. CHICAGO, IL 60606	55047	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TEMPORARY LABOR AGREEMENT AMENDMENT DATED 08/01/2006	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
15	A.T. KEARNEY PROCUREMENT SOLUTIONS 222 WEST ADAMS ST. CHICAGO, IL 60606	55051	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT FRAME AGREEMENT (TEMPORARY LABOR) DATED 08/01/2006 PLUS AMENDMENTS	Effective Date
16	ACADEMY CORP 180 NORTH MASON KATY, TX 77449	55071; 55073	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 07/09/1998	Effective Date
17	ACADIA CRESCENT PLAZA LLC C/O ACADIA REALTY TRUST - ATTN: LEGAL D 411 THEODORE FREMD AVENUE SUITE 300 RYE, NY 10580	S# 4467	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4467) CRESCENT PLAZA 715 CRESCENT ST BROCKTON, MA	July 31, 2017
18	ACCESS DEVELOPMENT 1012 W BEARDSLEY PLACE SALT LAKE CITY, UT 84119	55092	PAYLESS SHOESOURCE, INC.	PARTNERSHIP AGREEMENT MERCHANT ACCESS ENROLLMENT FORM DATED 08/20/2014	Effective Date
19	ACCESSORY NETWORK GROUP, INC 7 WEST 34TH STREET NEW YORK, NY 10105	55115	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/27/1997	Effective Date
20	ACCRUENT, INC 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55119	PAYLESS SHOESOURCE WORLDWIDE, INC.	MAINTENANCE: SOFTWARE AND MAINTENANCE SCHEDULE DATED 06/23/2006	Effective Date
21	ACCRUENT, INC 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55122	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AUTHORIZATION FORM DATED 05/18/2010	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
22	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55125	PAYLESS INC.	SERVICE CONTRACT SOFTWARE AND MAINTENANCE SCHEDULE DATED 01/29/2010	Effective Date
23	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH SANTA MONICA, CA 90404	55154	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE AND MAINTENANCE SCHEDULE DATED 06/20/2008	Effective Date
24	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55138	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AUTHORIZATION FORM DATED 05/28/2010	Effective Date
25	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55142	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AUTHORIZATION FORM DATED 06/22/2010	Effective Date
26	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55145	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AUTHORIZATION FORM DATED 10/05/2010	Effective Date
27	ACCRUENT, INC. 1601 CLOVERFIELD BLVD, SUITE 500 SOUTH, SANTA MONICA,, CA 90404	55149	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AUTHORIZATION FORM DATED 10/12/2010	Effective Date
28	ACCRUENT, INC. 1601 CLOVERFIELD BLVD. SUITE #500 SANTA MONICA, CA 90404	55133	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT MASTER TERMS OF SALE AND SERVICES PLUS STATEMENTS OF WORK	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
29	ACCRUENT, INC. 1601 CLOVERFIELD BLVD STE. 500 SOUTH SANTA MONICA, CA 90404	55129	PAYLESS SHOESOURCE WORLDWIDE, INC.	MAINTENANCE: SOFTWARE AND MAINTENANCE SCHEDULE DATED 06/20/2008	Effective Date
30	ACME REALTY LLP 23 OAK LANE SCARSDALE, NY 10583	S# 4964	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4964) 407 MAMARONECK AVENUE MAMARONECK, NY	July 31, 2017
31	ACTION 49 JUNCTION 1 LLC 110 NORTH JERRY CLOWER BLVD SUITE W YAZOO CITY, MS 39194	S# 974	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #974) DYERSBURG MALL 2700 LAKE RD DYERSBURG, TN	July 31, 2017
32	ACTIVATE, INC. 530 GRAVATT DRIVE, BERKELEY,, CA 94705	55189	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT LICENSE AND SUPPORT AGREEMENT DATED 02/19/2010	Effective Date
33	ACTIVATE, INC. 530 GRAVATT DRIVE BERKELEY, CA 94705	55186	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 01/26/2010 PLUS STATEMENTS OF WORK	Effective Date
34	ADDISON MALL L.L.C. 1731 N. MARCEY SUITE 520 C/O FIRST AMERICAN PROPERTIES LLC CHICAGO, IL 60614	S# 2440	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2440) ADDISON MALL 2909 W ADDISON ST CHICAGO, IL	July 31, 2017
35	ADIDAS PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55207	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT INTERLOCUTORY APPEAL AGREEMENT DATED 05/28/2004	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
36	ADIDAS PAUL EHRLICH, ESQ GENERAL COUNSEL ADIDAS AMERICA, INC 5055 N. GREELEY AVENUE MAIL STOP A-3-12B PORTLAND, OR 97217	55211	PAYLESS INC.	IP SETTLEMENT AGREEMENT RE: AGREEMENT CONCERNING "SMARTFIT" SHOES, LOT NOS. 68741, 70308 AND 67321 DATED 04/13/2010	Effective Date
37	ADOBE SYSTEMS INC. 345 PARK AVENUE SAN JOSE, CA 95110	55229	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSING AGREEMENT DATED 09/22/2015 PLUS AMENDMENTS	Effective Date
38	ADOBE SYSTEMS INCORPORATED 345 PARK AVENUE, SAN JOSE, CA 95110	55231	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT TERM LICENSE AGREEMENT	Effective Date
39	ADVANCED RETAIL MANAGEMENT SYSTEMS, INC., 8100 SOUTHPARK WAY, UNIT A-10, LITTLETON,, CO 80120-5664	55264	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SALES AGREEMENT DATED 05/23/2003	Effective Date
40	ADVANTADE IQ, INC. 1313 N. ATLANTIC SUTTE 5000 SPOKANE, WA 99201	55268	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AUDIT AGREEMENT DATED 04/08/2009	Effective Date
41	ADVANTAGE IQ, INC 1313 N. ATLANTIC ST. 5TH FLOOR SPOKANE, WA 99201	55271	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER SERVICES AGREEMENT DATED 12/22/2009 PLUS AMENDMENTS	Effective Date
42	ADVANTAGE TECH, INC. 4400 W 107TH STREET, OVERLAND PARK,, KS 66207	55274	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/31/2010 PLUS STATEMENTS OF WORK	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
43	AECOM ENVIRONMENT 2 TECHNOLOGY PARK DRIVE WESTFORD, MA 01886	55286	COLLECTIVE BRANDS SERVICES, INC.	SERVICE CONTRACT REVISED PROPOSAL FOR ADDITIONAL MCP COMPLIANCE SERVICES DATED 12/10/2009	Effective Date
44	AEROTEK COMMERCIAL STAFFING 7301 PARKWAY DRIVE HANOVER, MD 21076	55289	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER SERVICES AGREEMENT DATED 04/24/2007	Effective Date
45	AEROTEK INC. 7301 PARKWAY DRIVE HANOVER, MD 20176	55293	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT EXHIBIT B - REQUEST FOR BACKGROUND CHECK SERVICES DATED 04/15/2014	Effective Date
46	AEROTEK, INC. 7301 PARKWAY DRIVE, HANOVER,, MD 21076	55301	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 04/24/2014 PLUS AMENDMENTS	Effective Date
47	AGC SD RETAIL 6 LLC C/O CBC ADVISORS 7827 CONVOY CT SUITE 407 SAN DIEGO, CA 92111	S# 5250	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5250) STONECREST PLAZA 3460 MURPHY CANYON ROAD SAN DIEGO, CA	July 31, 2017
48	AIRPORT COMMISSION OF AIRPORT DIST. #1 MILLICAN CASSIDY & RILEY 214 EAST NEZPIQUE STREET JENNINGS, LA 70546	S# 5364	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5364) 1715 ELTON ROAD JENNINGS, LA	July 31, 2017
49	AIRWATCH, LLC 931 MONROE DRIVE, SUITE 102-103, ATLANTA, GA 30308	55337	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/22/2011	Effective Date

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
50	AIRWATCH, LLC 931 MONROE DRIVE, SUITE 102-103, ATLANTA, GA 30308	55341	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SUPPLEMENTAL QUOTE DATED 08/13/2015	Effective Date
51	AKINS, SCOTT ADDRESS ON FILE	59143	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
52	AKULA, SHARAT BABU ADDRESS ON FILE	59092	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date
53	ALIXPARTNERS, LLP 2000 TOWN CENTER SUITE 2400 SOUTHFIELD, MI 48075	54971	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT AND AUTHORIZATION TO RELEASE RECORDS DATED 03/31/2014	Effective Date
54	ALIXPARTNERS, LLP 2000 TOWN CENTER SUITE 2400 SOUTHFIELD, MI 48075	54974	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT FINANCIAL AND OPERATIONAL CONSULTING SERVICES DATED 12/10/2013	Effective Date
55	ALLEN CENTRAL MARKET ALLEN TX L.P. 270 COMMERCE DRIVE ROCHESTER, NY 14623	S# 5746	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5746) ALLEN CENTRAL MARKET 210 CENTRAL EXPRESSWAY SOUTH ALLEN, TX	July 31, 2017
56	AMALGAMATED FINANCIAL GROUP VIII LP 1414 ATWOOD AVENUE JOHNSTON, RI 02919	S# 4093	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4093) SOUTH ATTLEBORO SQUARE 287 WASHINGTON ST ATTLEBORO, MA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
57	AMARILLO MALL LLC C/O ASSET MANAGER - WESTGATE MALL 124 JOHNSON FERRY ROAD ATLANTA, GA 30328	S# 2863	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2863) WESTGATE MALL 7701 W I-40 AMARILLO, TX	July 31, 2017
58	AMAZON.COM, INC. P.O. BOX 81226 ATTN: GENERAL COUNSEL SEATTLE, WA 98108-1226	49260	PAYLESS SHOESOURCE WORLDWIDE, INC.	MUTUAL NONDISCLOSURE AGREEMENT DATED 3/1/2015	Effective Date
59	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC 200 VESEY STREET, 5TH FLOOR ATTN: DIRECTOR, PRICING NEW YORK, NY 10285	55040	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT DATED 01/01/2014 PLUS AMENDMENTS	Effective Date
60	AMERICAN NATIONAL INSURANCE COMPANY 2660 EASTCHASE LANE SUITE 100 C/O JIM WILSON & ASSOCIATES INC MONTGOMERY, AL 36117	S# 1201	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1201) EDGEWATER PLAZA 2600 BEACH BLVD BILOXI, MS	July 31, 2017
61	ANGEL- ETTS, INC	55060	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 04/18/1994	Effective Date
62	AON HEWITT POINT SOLUTIONS 100 HALF DAY ROAD LINCOLNSHIRE, IL 60069	51613	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT DATED 10/13/2010	Effective Date
63	APTOS CANADA INC. 9300 TRANS CANADA HWY, SUITE 300, SAINT-LAURENT, QC, CANADA	55102	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE ORDER FORM DATED 03/30/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
64	APTOS CANADA INC. 945 EAST PACES FERRY RD., SUITE 1475 ATLANTA, GA 30326	55094	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SOFTWARE LICENSE AGREEMENT DATED 04/22/2014 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
65	APTOS CANADA INC. 945 EAST PACES FERRY RD., SUITE 1475 ATLANTA, GA 30326	55097	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE ORDER DATED 12/15/2015	Effective Date
66	APTOS CANADA INC. 945 EAST PACES FERRY RD., SUITE 1475 ATLANTA, GA 30326	55098	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE ORDER ADDENDUM TO THE MASTER AGREEMENT DATED 03/30/2016	Effective Date
67	ASICS AMERICA 16275 LAGUNA CANYON ROAD IRVINE, CA	72348	PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	Effective Date
68	ASICS AMERICA CORPORATION 16275 LAGUNA CANYON ROAD IRVINE, CA	55153	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/10/2005	Effective Date
69	ASICS CORPORATION 1-1 MINATOJIMA-NAKAMACHI 7 CHU-KU KOBE, JAPAN	55163	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/10/2005	Effective Date
70	ASICS CORPORATION 1-1 MINATOJIME-- NAKAMACHI CHROME CHAB-KU KOBE JAPARI, JAPAN	55159	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/10/2005	Effective Date

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
71	ASICS CORPROATION 1-1 MINATOJIMA-NAKAMACHI 7 CHOME CHUO-KU KOBE, JAPAN	72349	PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	Effective Date
72	ASPEN LICENSING INTERNATIONAL, INC ASPEN SPECIALITY INSURANCE MANAGEMENT, INC. C/O GENERAL COUNSEL 175 CAPITAL BLVD., ROCKY HILL, CT 6067	55166	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/14/2012	Effective Date
73	ASSEO, ARTHUR ADDRESS ON FILE	58855; 58871	PAYLESS INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
74	AT&T CANADA CORP. (ID UXCO1) 370 KING STREET TORONTO, ON M9C 5L5 CANADA	55248	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT BUSINESS SERVICES BUNDLING DATED 06/01/2001	Effective Date
75	AT&T CORP. 55 CORPORATE DRIVE, ROOM 15D85, BRIDGEWATER, NJ 08807	55252	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER AGREEMENT DATED 01/26/2000 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
76	AT&T DATA COMM 9525 WEST BRYN MAWR AVENUE, ROSEMONT, IL 60018	55255	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER CONFIRMATION OF PURCHASE ORDER DATED 04/27/2007	Effective Date
77	AT&T GLOBAL NETWORK SERVICES CANADA, CO. ATTENTION: CATHY ANDERSON 55 COMMERCE VALLEY DRIVE WEST SUITE 700 THORNHILL, ON L3T 7V9 CANADA	55259	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERNATIONAL SERVICE PROVIDER AGREEMENT DATED 08/20/2001	Effective Date

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
78	AT&T GLOBAL NETWORK SERVICES, L.L.C. 3405 W. DR. M.L. KING, JR. BLVD., TAMPA,, FL 33607	55262	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERNATIONAL SERVICE PROVIDER AGREEMENT DATED 05/03/2003 PLUS AMENDMENTS	Effective Date
79	AT&T GLOBAL NETWORK SERVICES, L.L.C. 3405 W. DR. M.L. KING, JR. BLVD., TAMPA,, FL 33607	55267	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE PROVIDER AGREEMENT DATED 09/30/1999 PLUS STATEMENTS OF WORK	Effective Date
80	AT&T MOBILITY NATIONAL ACCOUNT, LLC. ATTN: OFFER, DEVELOPMENT & NEGOTIATION P.O. BOX 97061 REDMOND, WA 98073	55270	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CORPORATE DIGITAL ADVANTAGE AGREEMENT DATED 05/14/2012 PLUS AMENDMENTS	Effective Date
81	AT&T MOBILITY NATIONAL ACCOUNT, LLC. ATTN: OFFER, DEVELOPMENT & NEGOTIATION P.O. BOX 97061 REDMOND, WA 98073	55275	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CORPORATE DIGITAL ADVANTAGE AGREEMENT DATED 08/24/2009	Effective Date
82	AUTODESK C/O MID-WEST CAD INC. 620 SE STATE ROUTE 291 SUITE 106 LEES SUMMIT, MO 64063	67909	PAYLESS SHOESOURCE, INC.	AUTODESK CONTRACT CERTIFICATE DATED 7/19/2007	Effective Date
83	AVAYA CANADA CORP. 1380 RODICK ROAD, 3RD FLOOR, MARKHAM, ON L3R 4G5 CANADA	55305	PAYLESS SHOESOURCE CANADA LP	CUSTOMER AGREEMENT ATTACHMENT A1 MAINTENANCE SERVICES ORDER SPECIFICATION FORM DATED 07/30/2007	Effective Date
84	AVAYA CANADA CORP. 1380 RODICK ROAD, 3RD FLOOR, MARKHAM, ON L3R 4G5 CANADA	55310	PAYLESS SHOESOURCE CANADA INC.	CUSTOMER AGREEMENT CUSTOMER AGREEMENT DATED 07/18/2005	Effective Date

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
85	AVAYA CANADA CORP. 1380 RODICK ROAD, 3RD FLOOR, MARKHAM, ON L3R 4G5 CANADA	55314	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CUSTOMER SERVICE AGREEMENT DATED 04/01/2001	Effective Date
86	AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	55352	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 01/17/2003	Effective Date
87	AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	55318	PAYLESS SHOESOURCE WORLDWIDE, INC.	CUSTOMER AGREEMENT CUSTOMER AGREEMENT DATED 03/14/2007	Effective Date
88	AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	55331	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 01/07/2003	Effective Date
89	AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	55335; 55342	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 04/04/2003	Effective Date
90	AVAYA, INC. 14400 HERTZ QUAIL CENTER PKWY., OKLAHOMA CITY,, OK 73134	55346	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 05/12/2003	Effective Date
91	AVAYA, INC. 211 MOUNT AIRY ROAD, BASKING RIDGE,, NJ 07920	55323	PAYLESS SHOESOURCE WORLDWIDE, INC.	CUSTOMER AGREEMENT CUSTOMER AGREEMENT DATED 03/31/2007	Effective Date

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	COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
92	BAKER, JULIE ADDRESS ON FILE	59141	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
93	BALASUBRAMANIAM, SUSIYANDAN ADDRESS ON FILE	58738	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
94	BALDWIN GARDENS INC C/O BALDWIN BROTHERS INC 2540 VILLAGE COMMON DRIVE ERIE, PA 16506-7202	S# 2946	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2946) 536 E MANCHESTER AVE LOS ANGELES, CA	July 31, 2017
95	BALDWIN HILL INVESTORS LTD 141 EL CAMINO SUITE 207 C/O FORSTAT INC BEVERLY HILLS, CA 90212	S# 4699	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4699) 3601 S LA BREA AVENUE LOS ANGELES, CA	July 31, 2017
96	BALDWIN SHOE PROPERTIES 2540 VILLAGE COMMON DRIVE C/O BALDWIN BROTHERS INC ERIE, PA 16506-7202	S# 6260	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6260) 27650 LORAIN RD NORTH OLMSTED, OH	July 31, 2017
97	BARBIERI TRUST ACCOUNT 12100 WILSHIRE BLVD 8TH FLOOR C/O EMPIRE REALTY GROUP LLC LOS ANGELES, CA 90025	S# 4283	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4283) UNION LANDING 30850 DYER ST UNION CITY, CA	July 31, 2017
98	BARTON S. FISH AND STUART M. FISH 2330 GALLIA STREET PORTSMOUTH, OH 45662	S# 6144	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6144) 2332 GALLIA STREET PORTSMOUTH, OH	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
99 BASKETT, KRISTINA ADDRESS ON FILE	55053	PAYLESS INC.	INDEMNITY AGREEMENT GENERAL RELEASE FORM & ASSUMPTION OF RISK DATED 12/17/2014	Effective Date
100 BAZAARVOICE INC 10901 STONELAKE BLVD. AUSTIN, TX 78759	72215	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT RELATED TO MASTER AGREEMENT DATED 1/29/2010	Effective Date
101 BBC INTERNATIONAL, LTD 1515 NORTH FEDERAL HIGHWAY BOCA RATON, FL 33432	55082; 55084	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 09/05/2001	Effective Date
102 BEACON CENTER LLC 7501 WISCONSIN AVENUE SUITE 1500E C/O SAUL HOLDINGS LP BETHESDA, MD 20814	S# 1895	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1895) BEACON CENTER 6700 7 RICHMOND HIGHWAY ALEXANDRIA, VA	July 31, 2017
103 BECK, CHRISTOPHER ADDRESS ON FILE	59116	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
104 BECKER, HOLLIE ADDRESS ON FILE	59168	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION W/ CLAW BACK	Effective Date
105 BEFFORT, CRIS R. ADDRESS ON FILE	59109	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
106 BELLIO 17TH STREET HOLDINGS LLLP C/O DONALD AND BARBARA BELLIO PO BOX 1365 EVERGREEN, CO 80437-1365	S# 5790	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5790) CLINTON SHOPETTE 6787 CLINTON STREET GREENWOOD VILLAGE, CO	July 31, 2017
107 BENSOFT, INC. 912 BALTIMORE AVE STE 200 KANSAS CITY, MO 64105	55179	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 05/02/2003 PLUS STATEMENTS OF WORK	Effective Date
108 BETTS, TORY ADDRESS ON FILE	59126	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
109 BLACK KAT SEALCOATING DOUGAS & DALE ANDERSON D/B/A 5417 PAUL MCKEE ROAD NEW PARIS, OH 45347	55237	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/01/2016	Effective Date
110 BLDG OCEANSIDE LLC 417 FIFTH AVENUE; 4TH FLOOR C/O BLDG MANAGEMENT CO INC NEW YORK, NY 10016	S# 3625	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3625) 874 FLATBUSH AVE BROOKLYN, NY	July 31, 2017
111 BLUM CAPITAL PARTNERS LP 909 MONTGOMERY ST SAN FRANCISCO, CA 94133	78353; 78354; 78355; 78356; 78357	PAYLESS HOLDINGS LLC; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; WBG-PSS HOLDINGS LLC	ADVISORY AGREEMENT	Effective Date
112 BOECKMAN, ANNEMARIE ADDRESS ON FILE	58670	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
113 BOOT ROYALTY COMPANY, L.P. 2821 WEST SEVENTH STREET FORTH WORTH, TX 76107	55313	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT SETTLEMENT AGREEMENT AND TO REGISTRATION AND USE OF MARKS DATED 03/16/1999	Effective Date
114 BOTTORFF, TODD ADDRESS ON FILE	59104	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
115 BPP RETAIL PROPERTIES LLC - DORADO DEL MAR PO BOX 363685 SAN JUAN, PR 00936-3685	S# 4244	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4244) DORADO DEL MAR SC 500 CARR 693 DORADO, PR	July 31, 2017
116 BRE DDR BR WHITTWOOD CA LLC C/O DDR CORP ATTN: EXECUTIVE VP-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 809	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #809) WHITTWOOD TOWN CENTER 15604 WHITTWOOD LANE WHITTIER, CA	July 31, 2017
117 BRE DDR IVA HUB NY LLC C/O DDR CORP ATTN: EXEC VP - LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 3722	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3722) THE HUB AT HEMPSTEAD SHOPPING CENTER 144 FULTON AVE HEMPSTEAD, NY	July 31, 2017
118 BRE DDR IVA MIRAMAR FL LLC C/O DDR CORP; ATTN: EXECUTIVE VP - LEASI 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	S# 992	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #992) THE FOUNTAINS OF MIRAMAR PLAZA 2965 SW 160TH AVE MIRAMAR, FL	July 31, 2017
119 BRE RC ARBOR PARK TX LP C/O BLACKSTONE REAL ESTATE PARTNERS 345 PARK AVENUE NEW YORK, NY 10154	S# 5693	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5693) ARBOR PARK 17700 HWY 281 N SAN ANTONIO, TX	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
120 BRE RC LAS PALMAS MP TX LP C/O EXCEL TRUST 5619 W LOOP 1604 N SUITE 104 SAN ANTONIO, TX 78154	S# 38	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #38) LAS PALMAS MARKETPLACET 11917 GATEWAY BLVD WEST EL PASO, TX	July 31, 2017
121 BRE RC SOUTHPARK I TX LP C/O EXCEL TRUST LP; ATTN: GENERAL COUNSE 307 FELLOWSHIP ROAD SUITE 116 MT LAUREL, NJ 08054	S# 5522	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5522) 9300 SOUTH I-35 SUITE A-300 AUSTIN, TX	July 31, 2017
122 BRE SKYVIEW RETAIL OWNER LLC C/O BLACKSTONE PROPERTY ADVISORS LP 345 PARK AVENUE NEW YORK, NY 10154	S# 3920	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3920) SKY VIEW SHOPPING CENTER 40-24 COLLEGE POINT BOULEVARD FLUSHING, NY	July 31, 2017
123 BRETTWOOD VILLAGE LLC 33 WEST MONROE; #1900 C/O DRAPER AND KRAMER INC CHICAGO, IL 60603	S# 6460	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6460) BRETTWOOD PLAZA SC 3190 N WATER STREET DECATUR, IL	July 31, 2017
124 BRIXMOR METRO 580 SC LP 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 5384	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5384) METRO 580 4515 ROSEWOOD DR PLEASANTON, CA	July 31, 2017
125 BRIXMOR PROPERTY OWNERS II LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 3159	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3159) VALLEJO CORNERS 908 ADMIRAL CALLAGHAN LN VALLEJO, CA	July 31, 2017
126 BRIXMOR/IA CLEARWATER MALL LLC 450 LEXINGTON AVENUE 13TH FLOOR ATTN: GENERAL COUNSEL; C/O BRIXMOR PROPE NEW YORK, NY 10017	S# 3807	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3807) CLEARWATER MALL 2729 GULF TO BAY BLVD CLEARWATER, FL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
127 BROADWAY 30 LIMITED 8525 FERNDAL SUITE 204 DALLAS, TX 75238	S# 2686	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2686) BROADWAY PLAZA 5986 BROADWAY BLVD GARLAND, TX	July 31, 2017
128 BROADWAY M&P LLC 6348 NORTH CICERO AVE CHICAGO, IL 60646	S# 2513	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2513) 4547 N BROADWAY CHICAGO, IL	July 31, 2017
129 BROOKLYN 55 LLC 4350 BAKER ROAD SUITE 400 MINNETONKA, MN 55343	S# 5198	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5198) VINTAGE COMMONS SHOPPING CENTER 3900 SISK ROAD MODESTO, CA	July 31, 2017
130 BROOKS SPORTS, INC 19910 NORTH CREEK PARKWAY, SUITE 200 BOTHELL, WA 98011	55336	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/20/2007	Effective Date
131 BROWN SHOE COMPANY, INC 8300 MARYLAND AVENUE ST LOUIS, MA 63105	55340	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/29/2006	Effective Date
132 BROWN, CHARLES D. ADDRESS ON FILE	58685	COLLECTIVE BRANDS SERVICES, INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
133 BROWN, CHARLES ADDRESS ON FILE	55347	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
134 BRR ARCHITECTURE, INC. 6700 ANTIOCH PLAZA MERRIAM, KS 66204	55351	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/07/2015	Effective Date
135 BRUENNIG, ROBERT C. ADDRESS ON FILE	55355	PAYLESS INC.	EMPLOYMENT AGREEMENT SEPARATION AGREEMENT AND GENERAL RELEASE DATED 10/04/2009	Effective Date
136 BRUNTON, BRADLEY A. ADDRESS ON FILE	58847	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
137 BRUNTON, BRADLEY ADDRESS ON FILE	55362	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 11/09/2016	Effective Date
138 BURK, SALLY ADDRESS ON FILE	54983	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
139 BVMC FORT SMITH LLC ATTN: THEL CASPER 901 PIER VIEW DRIVE SUITE 201 IDAHO FALLS, ID 83402	S# 417	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #417) 8319 ROGERS AVE FORT SMITH, AR	July 31, 2017
140 CA, INC. ONE CA PLAZA ISLANDIA, NY 11749	55017	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT ORDER FORM DATED 12/30/2008	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
141 CA, INC. ONE CA PLAZA ISLANDIA, NY 11749	55005	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ADDENDUM TO ORDER FORM AND EXHIBITS A & B DATED 12/30/2008	Effective Date
142 CA, INC. ONE CA PLAZA ISLANDIA, NY 11749	55009	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ORDER FORM DATED 09/15/2011	Effective Date
143 CALIFORNIA BOARD SPORTS, INC 5 BECKER FARM ROAD ROSELAND, NJ 07068-1776	55021	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/21/2002	Effective Date
144 CALIFORNIA PACIFIC HALSHAN, INC. 3929 VIA PICAPOSTE PALOS VERDES ESTATES, CA 90710	55036	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE	Effective Date
145 CAP GUN COLLECTIVE 54 WEST HUBBARD ST, SUITE 501 CHICAGO, IL 60654	49280	PAYLESS SHOESOURCE WORLDWIDE, INC.	STANDARD COMMERCIAL PRODUCTION AGREEMENT DATED 3/22/2017	Effective Date
146 CARROLL, ROBERT ADDRESS ON FILE	58988	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date
147 CASTO INVESTMENTS COMPANY LLLP 1541 SUNSET DRIVE SUITE 300 C/O SEC COMMERCIAL REALTY GROUP CORAL GABLES, FL 33143-5777	S# 1437	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1437) SOUTHLAND S/C 931 W STATE ROAD 84 FORT LAUDERDALE, FL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
148 CENTENNIAL HANFORD CENTER IV LLC 17671 IRVINE BLVD SUITE 204 TUSTIN, CA 92780	S# 3604	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3604) HANFORD SC 180 N 12TH AVE HANFORD, CA	July 31, 2017
149 CENTERTON SQUARE LLC; TRT - DDR JOINT VENTURE I OWNER LLC C/O DIVIDEND CAPITAL DIVERSIFIED PROPERT 518 17TH STREET SUITE 1700; ATTN: J LINK DENVER, CO 80202	S# 411	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #411) CENTERTON SQUARE SHOPPING CENTER 22 CENTERTON RD MOUNT LAUREL, NJ	July 31, 2017
150 CENTRAL ISLIP HOLDINGS LLC PO BOX 66 NEW ROCHELLE, NY 10804	S# 3875	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3875) CENTRAL ISLIP TOWN CENTER 60 N RESEARCH PLACE CENTRAL ISLIP, NY	July 31, 2017
151 CENTRO INDEPENDENCE LLC 3500 OLEANDER DRIVE ATTN: GENERAL MANAGER; INDEPENDENCE MALL WILMINGTON, NC 28403	S# 5510	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5510) INDEPENDENCE MALL 3500 OLEANDER DRIVE WILMINGTON, NC	July 31, 2017
152 CERRITOS GARP LLC 977 LOMAS SANTA FE DRIVE SUITE A ATTN: FELECIA SERRA SOLANA BEACH, CA 92075	S# 4540	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4540) CERRITOS TOWNE CENTER 12731 A TOWNE CENTER DRIVE SUITE L-1 CERRITOS, CA	July 31, 2017
153 CH REALTY III/CLACKAMAS LLC 1621-C SOUTH MELROSE DRIVE C/O KIMCO REALTY CORPORATION; ATTN: LEGA VISTA, CA 92081	S# 4569	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4569) CLACKAMAS PROMENADE 8966 SE SUNNYSIDE RD CLACKAMAS, OR	July 31, 2017
154 CH REALTY VI/R BEL AIR FESTIVAL LLC C/O JBG/ROSENFELD RETAIL PROPERTIES LLC 4445 WILLARD AVENUE SUITE 700 CHEVY CHASE, MD 20815	S# 3414	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3414) FESTIVAL AT BEL AIR 5 BEL AIR SOUTH PKWY BEL AIR, MD	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
155 CHAPEL ELECTRIC CO., LLC 1985 FOUNDERS DR DAYTON, OH 45420	55156	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/20/2013 PLUS STATEMENTS OF WORK	Effective Date
156 CHARETTE, RUTH ADDRESS ON FILE	59148	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
157 CHARLES MC ILHARGY 48084 EDINBURGH DRIVE PLYMOUTH, MI 48170	S# 6294	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6294) 12850 MICHIGAN AVENUE DEARBORN, MI	July 31, 2017
158 CHOICE HOTELS INTERNATIONAL, INC 1 CHOICE HOTELS CIRCLE SUITE 400 ROCKVILLE, MD 20850	55191	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT CHAIN WIDE DISCOUNT ACTIVATION CARD DATED 05/27/2015	Effective Date
159 CLICK, BETTY ADDRESS ON FILE	59115	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
160 CLICK, BETTY ADDRESS ON FILE	58997	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date
161 CLICK, BETTY ADDRESS ON FILE	55257	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 03/29/2013	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
162 CLICK, BETTY ADDRESS ON FILE	55263	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016	Effective Date
163 CLICK, BETTY ADDRESS ON FILE	55265	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 12/14/2012	Effective Date
164 CLINCH GEAR, LLC 10759 WOODSIDE AVENUE SANTEE, CA 92071	55269	CLINCH, LLC	PURCHASE CONTRACT / PURCHASE ORDER ASSET PURCHASE AGREEMENT DATED 06/01/2014	Effective Date
165 CLINCH, LLC 800 ENGLEWOOD PARKWAY, SUITE C-200 ENGLEWOOD, CO 80110	55273; 55277	COLLECTIVE LICENSING INTERNATIONAL, LLC; PAYLESS INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 03/31/2011	Effective Date
166 CODDING ENTERPRISES LP PO BOX 5800 SANTA ROSA, CA 95406	S# 1876	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1876) RALEYS TOWNE CENTER 20 RALEYS TOWNE CTR ROHNERT PARK, CA	July 31, 2017
167 COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION 500 FRANK W. BURR BLVD. TEANECK, NJ 07666	55288	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 01/21/2009 PLUS STATEMENTS OF WORK	Effective Date
168 COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION 500 FRANK W. BURR BLVD. TEANECK, NJ 07666	55292	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 02/01/2009	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
169 COGNIZANT TECHNOLOGY SOLUTIONS ATTN: GENERAL COUNSEL 500 FRANK W. BURR BLVD. TEANECK, NJ 07666	55284	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 01/21/2009 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
170 COHN & WOLFE, A DIVISION OF YOUNG & RUBICAM, INC SACHEEN CICERO 825 THIRD AVE NEW YORK, NY 10022	55307	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/01/2008	Effective Date
171 COHN AND WOLF ATTN: SACHEEN CICERO 825 THIRD AVE. NEW YORK, NY 10022	55311	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT LETTER AGREEMENT DATED 02/01/2008	Effective Date
172 COLE MT HARKER HEIGHTS TX LLC C/O COLE REAL ESTATE INVESTMENTS 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 2295	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2295) MARKET HEIGHTS SHOPPING CENTER 201 E CENTRAL TEXAS EXPY HARKER HEIGHTS, TX	July 31, 2017
173 COLE MT SAN JOSE CA LP C/O COLE RE INVESTMENTS ATTN: ASSET MAN 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 1870	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1870) THE PLANT SHOPPING CENTER 2151 MONTEREY RD SAN JOSE, CA	July 31, 2017
174 COLE MT VIERA FL LLC C/O AMERICAN REALTY CAPITAL PROPERTIES I 2325 EAST CAMELBACK ROAD SUITE 1100 PHOENIX, AZ 85016	S# 3395	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3395) 8530 N WICKHAM RD UNIT 100 VIERA, FL	July 31, 2017
175 COMBINED INSURANCE COMPANY OF AMERICA 4000 LUXOTTICA PLACE MASON, OH 45040	51619	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES DATED 1/1/2010	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
176 COMMONS AT ISSAQUAH INC C/O MADISON MARQUETTE RETAIL SERVICES 670 WATER STREET SW WASHINGTON, DC 20024	S# 4801	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4801) COMMONS AT ISSAQUAH 755 NORTH WEST GILMAN SUITE S ISSAQUAH, WA	July 31, 2017
177 COMPTON COMMERCIAL REDEVELOPMENT COMPANY 800 WEST 6TH STREET 6TH FLOOR C/O CHARLES DUNN COMPANY LOS ANGELES, CA 90017	S# 2402	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2402) COMPTON TOWNE CTR 186 E COMPTON BLVD COMPTON, CA	July 31, 2017
178 COMPUTER SCIENCES CORPORATION 1775 TYSONS BLVD. TYSONS, VA 22102	55504	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM-MESA DATED 02/01/2015	Effective Date
179 CONNECTICUT GENERAL LIFE INSURANCE COMPANY 900 COTTAGE GROVE RDD HARTFORD, CT 06152	55542	PAYLESS SHOESOURCE, INC.	INSURANCE POLICIES ADMINISTRATIVE SERVICES ONLY AGREEMENT DATED 05/01/2002	Effective Date
180 CONSUMER ORBIT, INC. 1100 MAIN STREET SUITE 2300 KANSAS CITY, MO 64105	55549	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 01/31/2015	Effective Date
181 CONSUMER ORBIT, INC. 1100 MAIN STREET SUITE 2300 KANSAS CITY, MO 64105	55552	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 01/31/2014	Effective Date
182 CONTINENTAL ENTERPRISES 1292 E.91ST STREET INDIANAPOLIS, IN 46240	55556	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 09/19/2007	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
183 COPYRIGHT CLEARANCE CENTER- ATTN: RONALD G. STIMERS 222 ROSEWOOD DRIVE DANVERS, MA 01923	55582	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT ANNUAL AUTHORIZATION SERVICE REPERTORY LICENSE AGREEMENT DATED 09/30/1999 PLUS AMENDMENTS	Effective Date
184 COPYRIGHT CLEARANCE CENTER- ATTN: RONALD G. STIMERS 222 ROSEWOOD DRIVE DANVERS, MA 01923	55585	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT ANNUAL AUTHORIZATIONS SERVICE REPERTORY LICENSE AGREEMENT DATED 09/30/1999	Effective Date
185 COPYRIGHT CLEARANCE CENTER- JUDITH L. CLOPPER 222 ROSEWOOD DRIVE DANVERS, MA 01923	55589	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LETTER FOR RENEWAL OF ANNUAL SERVICE REPERTORY LICENSE AGREEMENT DATED 09/30/2004	Effective Date
186 COPYRIGHT CLEARANCE CENTER, INC 222 ROSEWOOD DRIVE DANVERS, MA 01923	55592	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT ANNUAL COPYRIGHT LICENSE AGREEMENT DATED 09/30/2005 PLUS AMENDMENTS	Effective Date
187 CORETRUST 1100 CHARLOTTE AVE, STE. 1100 NASHVILLE, TN 37203	55604	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PARTICIPATION AGREEMENT DATED 02/22/2017	Effective Date
188 CORETRUST 155 FRANKLIN RD, STE. 400 ATTN: CHIEF LEGAL OFFICER BRENTWOOD, TN 37027	55600	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT PORTFOLIO COMPANY DATED 06/22/2015	Effective Date
189 CORINNE W WILLIAMS 1621 BAY ROAD PH-2 MIAMI BEACH, FL 33139	S# 3801	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3801) 3643 S DALE MABRY HWY TAMPA, FL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
190 COSTAR REALTY INFORMATION, INC. 2 BETHESDA METRO CENTER BETHESDA, MD 20814	55621	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT SUBSCRIPTION FORM DATED 02/27/2009	Effective Date
191 COUG & COMPANY , INC. 3085 PRINCESS BLVD, BURLINGTON ONTARIO, L7N 1G3 CANADA	55627; 55631	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/01/2006	Effective Date
192 COUNTRY CLUB HILLS PLAZA LLC C/O TUCKER DEVELOPMENT CORPORATION 799 CENTRAL AVENUE SUITE 300 HIGHLAND PARK, IL 60035	S# 1508	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1508) COUNTRY CLUB PLAZA 4167 W 167TH ST COUNTRY CLUB HILLS, IL	July 31, 2017
193 COVENANT CONSULTING LLC 5451 W 116TH ST STE 200 OVERLAND PARK, KS 66206	55644	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT DATED 04/24/2014	Effective Date
194 COVENANT CONSULTING, LLC 601 E PARK ST OLATHE, KS 66061	55647	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/04/2010 PLUS AMENDMENTS	Effective Date
195 COVERALL NORTH AMERICAN INC 2955 MOMENTUM PLACE CHICAGO, IL 60689	55656	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/15/2015	Effective Date
196 CRADLE GEAR, INC. 3049 NATIONWIDE PARKWAY BRUNSWICK HILLS, OH 44212	55670	CLINCH, LLC	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/12/2013	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
197 CREA/PPC LONG BEACH TOWNE CENTER PO LLC C/O VESTAR PROPERTY MANAGEMENT 2425 E CAMELBACK RD SUITE 750 PHOENIX, AZ 85016	S# 1516	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1516) LONG BEACH TOWNE CENTER 7370 CARSON BLVD LONG BEACH, CA	July 31, 2017
198 CRG-OH, LLC 2199 INNERBELT BUSINESS CENTER DRIVE ST. LOUIS, MO 63114	55678	PAYLESS SHOESOURCE DISTRIBUTION, INC.	DEVELOPMENT AGREEMENT DEVELOPMENT AGREEMENT DATED 05/02/2008 PLUS AMENDMENTS	Effective Date
199 CRITH, WAYNE ADDRESS ON FILE	59145	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
200 CROSSETT DEVELOPMENT I LLC 11755 WILSHIRE BLVD SUITE 2350 C/O TAMKIN DEVELOPMENT CORPORATION LOS ANGELES, CA 90025	S# 2267	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2267) 2400 E SAUNDERS ST LAREDO, TX	July 31, 2017
201 CYBERSOURCE CORPORATION P.O. BOX 8999 SAN FRANCISCO, CA 94128-8999	55734	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PAYMENT SOLUTIONS AGREEMENT DATED 10/03/2012	Effective Date
202 DALE HOLUB AND ELAINE OCONNELL 69777 PINE STREET SISTERS, OR 97759	S# 5780	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5780) BROADWAY PLAZA 63 N BROADWAY CHULA VISTA, CA	July 31, 2017
203 DANBURY MALL LLC 1265 SCOTTSVILLE ROAD ROCHESTER, NY 14624	S# 3976	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3976) DANBURY FAIR 7 BACKUS AVE DANBURY, CT	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
204 DASSAULT SYSTEMES AMERICAS CORP 175 WYMAN STREET WALTHAM, MA 02451	55749	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT END USER LICENSE AGREEMENT DATED 07/11/2013	Effective Date
205 DASSAULT SYSTEMES AMERICAS CORP. 900 CHELMSFORD ST TOWER 2 5TH FL LOWELL, MA 01851	55754	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT END USER LICENSE AGREEMENT DATED 06/19/2009 PLUS AMENDMENTS	Effective Date
206 DATALOGIX, INC. 10075 WESTMOOR DRIVE, SUITE 105 WESTMINSTER, CO 80021	55759	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT THIRD PARTY SEARCH AGREEMENT DATED 08/28/2014 PLUS AMENDMENTS	Effective Date
207 DC RENBARGER #4 LLC 7725 W RENO AVE SUITE 398 OKLAHOMA CITY, OK 73127	S# 1559	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1559) WESTGATE MARKETPLACE 5924 SW 3RD ST OKLAHOMA CITY, OK	July 31, 2017
208 DECKER, RANDALL ADDRESS ON FILE	55414	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 10/12/2015 PLUS AMENDMENTS	Effective Date
209 DEINES, CASEY ADDRESS ON FILE	58830	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
210 DELL MARKETING L.P. ONE DELL WAY ROUND ROCK, TX 78682	55434	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER COSTUMER PURCHASE AGREEMENT DATED 06/24/1998	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
211 DELL MARKETING L.P. ONE DELL WAY ROUND ROCK, TX 78682	55430	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER US PURCHASE AGREEMENT DATED 06/18/2010	Effective Date
212 DELTA AIR LINES, INC. 1030 DELTA BLVD. ATLANTA, GA 30320	55443	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TO THE CORPORATE AGREEMENT DATED 07/16/2014 PLUS AMENDMENTS	Effective Date
213 DELTA AIR LINES, INC. 1030 DELTA BLVD. ATLANTA, GA 30320	55446	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONFIDENTIAL CORPORATE INCENTIVE AGREEMENT DATED 08/01/2013	Effective Date
214 DELTA, KLM, AIR FRANCE & ALITALIA 1030 DELTA BLVD., ATLANTA, GA 30320	55453	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CONFIDENTIAL CORPORATE INCENTIVE AGREEMENT DATED 08/01/2013	Effective Date
215 DEVELOPMENT DIMENSIONS INTERNATIONAL 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017	51645	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT DATED 10/31/2006	Effective Date
216 DEVELOPMENT DIMENSIONS INTERNATIONAL 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017	51644	PAYLESS SHOESOURCE WORLDWIDE, INC.	ORIGINAL AGREEMENT DATED 01/30/2008	Effective Date
217 DEVELOPMENT DIMENSIONS INTERNATIONAL 1225 WASHINGTON PIKE BRIDGEVILLE, PA 15017	55462	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/06/2006	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
218 DEVNULL WINTER GARDEN LLC C/O GRANDSTAFF COMMERCIAL MANAGEMENT INC 4192 CONROY ROAD SUITE 110 ORLANDO, FL 32839	S# 5430	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5430) 6600 INTERNATIONAL DRIVE ORLANDO, FL	July 31, 2017
219 DEVONSHIRE DEVELOPMENT COMPANY C/O EISENBERG COMPANY 2710 E CAMELBACK ROAD SUITE 210 PHOENIX, AZ 85016	S# 1159	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1159) SUPER WALMART PLAZA 3815 DEVONSHIRE AVE NE SALEM, OR	July 31, 2017
220 DIADORA AMERIA, INC DIADORA SPORT S.R.L. VIA MONTELLO 80 31031 CAERANO DI SAN MARCO TREVISO, ITALY	55497	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/12/2007	Effective Date
221 DIADORA AMERICA INC	72339	PAYLESS SHOESOURCE, INC.	DISPUTE SETTLEMENT	Effective Date
222 DIADORA S.P.A DIADORA SPORT S.R.L. VIA MONTELLO 80 31031 CAERANO DI SAN MARCO TREVISO, ITALY	55501	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/12/2007	Effective Date
223 DIAMOND CONTRACTORS, INC 1615 N. M-7 HIGHWAY INDEPENDENCE, MO 64056	55505	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER CONSTRUCTION CONTRACT DATED 03/07/2002	Effective Date
224 DILLARD'S, INC 1600 CANTRELL ROAD LITTLE ROCK, AZ 72201	55548; 55550	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/10/1999	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
225 DINSMORE, MICHAELE-ANNE ADDRESS ON FILE	59042	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
226 DOLLINGER VENTURA ASSOCIATES 555 TWIN DOLPHIN DRIVE SUITE 600 REDWOOD CITY, CA 94065-2129	S# 1506	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1506) DONLON PLAZA 4050 E MAIN STREET VENTURA, CA	July 31, 2017
227 DONOHOO, ROBERT ADDRESS ON FILE	55438	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 10/07/2015 PLUS AMENDMENTS	Effective Date
228 DUDEK, JOHN ADDRESS ON FILE	58817	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
229 DYCKMAN SRP LLC 98 CUTTERMILL ROAD SUITE 444S C/O PARKOFF ORGANIZATION GREAT NECK, NY 11021	S# 4382	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4382) 175 DYCKMAN ST FRNT 3 NEW YORK, NY	July 31, 2017
230 DYTR D/B/A THE JOB STORE 10690 LOVELAND MADEIRA ROAD LOVELAND, OH 45140	55591	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT DATED 05/01/2014 PLUS AMENDMENTS	Effective Date
231 DYTR STAFFING AND MANAGEMENT COMPANY D/B/A THE JOB STORE 10690 LOVELAND MADEIRA ROAD LOVELAND, OH 45140	51664	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMAILS AND VENDOR AGREEMENT AMENDMENT DATED 06/05/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
232 DYTR STAFFING AND MANAGEMENT COMPANY D/B/A THE JOB STORE 10690 LOVELAND MADEIRA ROAD LOVELAND, OH 45140	55595	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICE AGREEMENT DATED 05/01/2014 PLUS AMENDMENTS	Effective Date
233 E&M COVINGTON LLC 1457 - 130TH AVENUE NE C/O WAKEFIELD PACIFIC INC. BELLEVUE, WA 98005	S# 6479	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6479) COVINGTON PLAZA 16929 SE 270TH PLACE COVINGTON, WA	July 31, 2017
234 EASTBOROUGH, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	55634	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	Effective Date
235 EASTON GATEWAY LLC - C/O STEINER + ASSOCIATES 4016 TOWNSFAIR WAY SUITE 201 ATTN: LEASE ADMINISTRATION COLUMBUS, OH 43219	S# 2251	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2251) EASTON GATEWAY 4175 WEAVERTON LANE COLUMBUS, OH	July 31, 2017
236 ECP COMMERCIAL IV LLC 383 IVERNESS PARKWAY SUITE 390 ENGLEWOOD, CO 80112	S# 2637	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2637) LEE HARVARD SC 4071 LEE RD CLEVELAND, OH	July 31, 2017
237 EDDYSTONE ASSOCIATES LP 120 W. GERMANTOWN PIKE SUITE 120 PLYMOUTH MEETING, PA 19462	S# 3400	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3400) EDDYSTONE CROSSING SC 1558 CHESTER PIKE EDDYSTONE, PA	July 31, 2017
238 EGGER, MARY ADDRESS ON FILE	58818	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
239 ELK GROVE VILLAGE LLC C/O MIMA CAPITAL LLC 4120 DOUGLAS BLVD #306-175 GRANITE BAY, CA 95746	S# 1057	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1057) ELK GROVE VILLAGE S/C 8547 ELK GROVE BLVD ELK GROVE, CA	July 31, 2017
240 ELMONT 1132 INC 3333 NEW HYDE PARK ROAD SUITE 100 P.O. BOX 5020 ATTN: LEGAL DEPT NEW HYDE PARK, NY 11042-0020	S# 4128	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4128) ELMONT SHOPPING CENTER 1445 HEMPSTEAD TPKE ELMONT, NY	July 31, 2017
241 EMC4 LLC PO BOX 997 SNOQUALMIE, WA 98065	S# 1476	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1476) 11211 SE 82ND AVE HAPPY VALLEY, OR	July 31, 2017
242 EMERT, JEFF L. ADDRESS ON FILE	58833	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
243 EMKAY LLC 531 LAKE ROAD PONTE VERDA BEACH, FL 32082	S# 4954	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4954) 5024 5TH AVENUE BROOKLYN, NY	July 31, 2017
244 EMPLOYEMENT PLUS INCORPORATED 1801 S.LIBERTY DR, SUITE 300 BLOOMINGTON, IN 47403	55750	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT TEMPORARY SERVICE AGREEMENT DATED 09/25/2013	Effective Date
245 ENCORE SHOE CORPORATION 600 ATLANTIC AVENUE BOSTON, MA 02210	55758	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/17/1992	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
246 ENJOY THE CITY NORTH, INC. 31 FRONT STREET BINGHAMTON, NY 13901	55345	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT INSERTION ORDER DATED 06/09/2016	Effective Date
247 ENTERTAINMENT PUBLICATIONS, LLC ATTN: SVP/GENERAL MANAGER OF CORPORATE MARKETING SOLUTIONS 1414 E. MAPLE ROAD TROY, MI 48083	55348	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT INSERTION ORDER TERMS AND CONDITIONS DATED 02/02/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
248 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. 380 NEW YORK STREET REDLANDS, CA 92373	49256	PAYLESS SHOESOURCE WORLDWIDE, INC.	ESRI MASTER LICENSE AGREEMENT (AGREEMENT NO. 2011MLA1196) DATED 3/10/2011	Effective Date
249 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. 380 NEW YORK STREET REDLANDS, CA 92373	49258	PAYLESS SHOESOURCE WORLDWIDE, INC.	ESRI RENEWAL QUOTATION (NO. 25736533) DATED 9/1/2016	Effective Date
250 EP GMK LP 6500 MONTANA C/O MIMCO INC; ATTN: LEASE ADMINISTRATIO EL PASO, TX 79925	S# 1848	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1848) SAUL KLEINFELD SC 1801 ZARAGOSA EL PASO, TX	July 31, 2017
251 EPHRAIM FLORES JR & BEATRIZ M FLORES 501 N. 13TH STREET HARLINGEN, TX 78550	S# 4340	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4340) 1102 S EXPRESSWAY 83 HARLINGEN, TX	July 31, 2017
252 EPIQ SYSTEMS, INC. LEGAL DEPARTMENT 501 KANSAS AVE KANSAS CITY, KS 66105-1309	55354	PAYLESS SHOESOURCE, INC.	MAINTENANCE: SOFTWARE MAINTENANCE AGREEMENT DATED 05/06/2002	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
253 EQUITY ONE (FLORIDA PORTFOLIO) INC 1600 N.E. MIAMI GARDENS DRIVE ATTN: LEGAL DEPARTMENT NORTH MIAMI BEACH, FL 33179-4902	S# 2781	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2781) SHOPS AT SKYLAKE 1652 NE MIAMI GARDENS DR NORTH MIAMI BEACH, FL	July 31, 2017
254 ERIE RENTAL HEADQUARTERS C/O BALDWIN BROTHERS INC. 2540 VILLAGE COMMON DRIVE ERIE, PA 16506	S# 6411	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6411) 1605 STEFKO BLVD BETHLEHEM, PA	July 31, 2017
255 ERNST & YOUNG (SHIN NIHON) SHIN NIHON ERNST & YOUNG HIBIYA KOKUSAI BUILDING 20F 2-2-3, UCHISAIWAI-CHO CHIYODA TOKYO, 100-0011 JAPAN	55360	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TAX SERVICES AGREEMENT/ACKNOWLEDGEMENT DATED 08/22/2006	Effective Date
256 ERNST & YOUNG (SHIN NIHON) SHIN NIHON ERNST & YOUNG HIBIYA KOKUSAI BUILDING 20F 2-2-3, UCHISAIWAI-CHO CHIYODA TOKYO, 100-0011 JAPAN	55365	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TRANSFER PRICING SERVICES PROPOSAL DATED 07/13/2004	Effective Date
257 ERNST & YOUNG CHILE INTERNATIONAL TAX SERVICES HUERFANOS 770 7TH FLOOR SANTIAGO, CHILE	55372	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/09/2004	Effective Date
258 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55376; 55379	COLLECTIVE BRANDS SERVICES, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 09/23/2011	Effective Date
259 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55384	PAYLESS SHOESOURCE, INC.	SECREC Y AGREEMENT APPOINTMENT AS SINGAPORE TAX AGENT DATED 01/09/2004	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
260 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55388	PAYLESS SHOESOURCE, INC.	SECREC Y AGREEMENT TAX SERVICES AGREEMENT	Effective Date
261 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55396	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT COST SEGREGATION SERVICES DATED 06/21/1999	Effective Date
262 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55400	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT GIFT CERTIFICATE HOLDING COMPANY TAX SERVICES DATED 05/30/2001	Effective Date
263 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55402	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT GLOBAL SOURCING ENGAGEMENT AND FIRST-SALE CUSTOMS ENGAGEMENT DATED 08/28/2001	Effective Date
264 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55406	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERNAL AUDITING SERVICES AGREEMENT DATED 11/12/2001	Effective Date
265 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55407	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/25/2012 PLUS STATEMENTS OF WORK	Effective Date
266 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55411	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER TAX SERVICES AGREEMENT FOR TAX CONSULTING ENGAGEMENTS DATED 11/21/2002 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
267 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55413	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PROPOSAL TO PROVIDE PROFESSIONAL SERVICES DATED 04/12/2004	Effective Date
268 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55416	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT REVISED INDICATIVE QUOTATION DATED 07/20/2001	Effective Date
269 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55420	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE AGREEMENT DATED 04/12/2004	Effective Date
270 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55424	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT SERVICE CONTRACT AMENDMENT DATED 12/23/2002	Effective Date
271 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55440	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 01/13/2012	Effective Date
272 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55441	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK FINAL DRAFT DATED 01/13/2012 PLUS AMENDMENTS	Effective Date
273 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55445	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TAX SERVICES AGREEMENT DATED 04/24/1998	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
274 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55449	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TAX SERVICES AGREEMENT DATED 10/13/2008 PLUS STATEMENTS OF WORK	Effective Date
275 ERNST & YOUNG LLP 220 S SIX STREET SUITE 1400 MINNEAPOLIS, MN 55402	55454	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TERMS AND CONDITIONS DATED 04/24/1998	Effective Date
276 ERNST & YOUNG LLP 275 SHORELINE DRIVE SUITE 600 REDWOOD CITY, CA 94065	55433; 55436	COLLECTIVE BRANDS SERVICES, INC.; PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 01/09/2014	Effective Date
277 ERNST & YOUNG LLP ONE KANSAS CITY PLACE 1200 MAIN STREET KANSAS CITY, MO 64105-2143	55392	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONFIRMATION OF SERVICES AGREEMENT LETTER DATED 07/22/2002	Effective Date
278 ERNST & YOUNG LLP ONE KANSAS CITY PLACE 1200 MAIN STREET SUITE 2500 KANSAS CITY, MO 54106	55425; 55429	COLLECTIVE BRANDS SERVICES, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE CONTRACT DATED 01/13/2011	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
279 ERNST & YOUNG LLP ONE KANSAS CITY PLACE SUITE 2500 1200 MAIN STREET KANSAS CITY, MO 64105-2143	49173; 49176; 49179; 49180; 49183; 49186; 49188; 49190; 49192; 49195; 49198; 49201; 49203; 49205; 49207; 49210; 49212; 49217; 49221; 49225; 49228; 49231; 49379; 49382; 49384; 49386; 49388; 49389; 49392	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	AMENDMENT TO MASTER SERVICES AGREEMENT DATED 1/13/2012	Effective Date
280 ERT 163RD STREET MALL LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; GENERAL COUN NEW YORK, NY 10170	S# 301	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #301) MALL AT 163RD ST 1443 NE 163RD ST NORTH MIAMI BEACH, FL	July 31, 2017
281 ESCONDIDO MISSION VILLAGE LP 5757 WEST CENTURY BLVD SUITE 605 C/O MEI REAL ESTATE SERVICES LOS ANGELES, CA 90045	S# 2729	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2729) 20020 HAWTHORNE BLVD TORRANCE, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
282 EULER, TRAVIS ADDRESS ON FILE	59120	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
283 EVERGREEN REALTY CORPORATION OF TEXAS TRUSTEE P.O. BOX 630768 HOUSTON, TX 77263-0768	S# 252	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #252) 202 ARKANSAS BLVD TEXARKANA, AR	July 31, 2017
284 EXCEL GILROY LP PO BOX 27324 SAN DIEGO, CA 92198-1324	S# 2773	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2773) GILROY CROSSING SC 6845 CAMINO ARROYO 60 GILROY, CA	July 31, 2017
285 EXCEL MONTE VISTA LP C/O EXCEL TRUST LP 17140 BERNARDO CENTER DRIVE SUITE 300 SAN DIEGO, CA 92128	S# 4924	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4924) MONTE VISTA CROSSING 3027 COUNTRYSIDE DRIVE TURLOCK, CA	July 31, 2017
286 EXCEL RIVERPOINT LP C/O EXCEL TRUST LP 17140 BERNARDO CENTER DR SUITE 300 SAN DIEGO, CA 92128	S# 4888	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4888) RIVERPOINT MARKETPLACE EAST 771 IKEA COURT SUITE 140 WEST SACRAMENTO, CA	July 31, 2017
287 EXCEL STOCKTON LP C/O EXCEL TRUST LP 17140 BERNARDO CENTER DRIVE SUITE 300 SAN DIEGO, CA 92128	S# 373	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #373) PARK WEST PLACE 10734 TRINITY PARKWAY STOCKTON, CA	July 31, 2017
288 EXETER BRANDS GROUP 1350 BROADWAY, NEW YORK, NY 10018	55509	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/20/2007	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
289 EXPEDIENT STAFFING SOLUTIONS, LLC 1515 N FEDERAL HWY, STE 300 BOCA RATON, FL 33432	55514	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 06/04/2007 PLUS STATEMENTS OF WORK	Effective Date
290 EXPEDIENT STAFFING SOLUTIONS, LLC 1515 N FEDERAL HWY, STE 300 BOCA RATON, FL 33432	55517	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK TO MASTER SERVICES AGREEMENT DATED 06/25/2007	Effective Date
291 EXPEDIENT STAFFING SOLUTIONS, LLC 1515 N FEDERAL HWY, STE 300 BOCA RATON, FL 33432	55521	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT DATED 06/25/2007	Effective Date
292 EXPERITEST LTD HAGAVISH 10 NETANYA, 4250708 ISRAEL	55566	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT QUOTE DATED 03/28/2016	Effective Date
293 F.W. WOOLWORTH CO. FOOT LOCKER RETAIL, INC 330 WEST 34 STREET NEW YORK, NY 10001	72336	PAYLESS SHOESOURCE, INC.	SETTLEMENT OF TRADEMARK AND SERVICES USAGE	Effective Date
294 FAIRWAY PADS LTD 4500 BISSONNET SUITE 300 BELLAIRE, TX 77401	S# 2155	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2155) FAIRWAY CENTRE 5765 FAIRMONT PKWY PASADENA, TX	July 31, 2017
295 FAMILY BARGAIN CORP 4000 RUFFIN ROAD SAN DIEGO, CA 92123	55609; 55612	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 07/30/1998	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
296 FCM TRAVEL SOLUTIONS 69 SPRING STREET RAMSEY, NJ 07446	55646	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 04/19/2016	Effective Date
297 FELTON MCCAIN D/B/A ONE BEST COMMERCIAL CLEANING SYSTEM 982 VERONA DRIVE FULLERTON, CA 92835	55655	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT	Effective Date
298 FESTIVAL OF HYANNIS LLC C/O KIMCO REALTY CORP 3333 NEW HYDE PARK ROAD STE 100 / PO BO NEW HYDE PARK, NY 11042-0020	S# 3563	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3563) FESTIVAL AT HYANNIS 1070 IYANNOUGH RD HYANNIS, MA	July 31, 2017
299 FIN CONTROL SYSTEMS PTY, LTD 5 TARONGA PLANCE MONA VALE, AUSTRALIA	55702; 55705	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 09/05/2001	Effective Date
300 FIRST AMERICAN TITLE INSURANCE CO. 3231 S.E. 6TH AVE. TOPEKA, KS 66607-2260	55731	PAYLESS SHOESOURCE, INC.	LEASE: BUILDING AND LAND AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED 07/17/2006	Effective Date
301 FIRST AMERICAN TITLE INSURANCE CO. 3231 S.E. 6TH AVE. TOPEKA, KS 66607-2260	55736	PAYLESS SHOESOURCE, INC.	LEASE: BUILDING AND LAND THE TITLE INSURANCE COMMITMENT/EXCEPTION DOCUMENTS/DEED OF TRUST DATED 11/29/2006	Effective Date
302 FIRST CITRUS VILLAGE LLC 30418 TERRACINA PLACE ATTN: CHRISTINE THAN CASTAIC, CA 91384	S# 1360	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1360) CITRUS VILLAGE 2310 CALIFORNIA AVE CORONA, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
303 FIRST RIVERBANK L.P. 1556 PARKSIDE DRIVE ATTN: DARRYL BROWMAN WALNUT CREEK, CA 94596	S# 1376	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1376) CROSSROADS SHOPPING CENTER 2441 CLARIBEL RD RIVERBANK, CA	July 31, 2017
304 FIRST SERVICE NETWORKS, INC. 939 ELKRIDGE LANDING ROAD, SUITE 300 LINTHICUM, MD 21090	55772	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT EXHIBIT DATED 11/15/2010	Effective Date
305 FOOTSTAR INC 933 MACARTHUR BOULEVARD MAHWAH, NJ 7430	55834	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 08/08/1997	Effective Date
306 FORCE-100 S ZARZAMORA STREET LLC 15001 SOUTH FIGUEROA STREET ATTN: REAL ESTATE DEPARTMENT GARDENA, CA 90248	S# 3396	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3396) BUENA VISTA PLAZA 100 S ZARZAMORA ST STE 208 SAN ANTONIO, TX	July 31, 2017
307 FORD MOTOR COMPANY PAMELA J. MOONEY NATIONAL ACCOUNT MANAGER 11918 WESTLINE INDUSTRIAL DRIVE ST. LOUIS, MO 63146	55856	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT COMPETITIVE PRICE ALLOWANCE PROGRAM DATED 07/29/2013	Effective Date
308 FORD MOTOR COMPANY PAMELA J. MOONEY NATIONAL ACCOUNT MANAGER 11918 WESTLINE INDUSTRIAL DRIVE ST. LOUIS, MO 63146	55843	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT COMPETITIVE PRICE ALLOWANCE PROGRAM DATED 07/13/2012	Effective Date
309 FORD MOTOR COMPANY PAMELA J. MOONEY NATIONAL ACCOUNT MANAGER 11918 WESTLINE INDUSTRIAL DRIVE ST. LOUIS, MO 63146	55847	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT COMPETITIVE PRICE ALLOWANCE PROGRAM DATED 08/17/2010	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
310 FORD MOTOR COMPANY PAMELA J. MOONEY NATIONAL ACCOUNT MANAGER 11918 WESTLINE INDUSTRIAL DRIVE ST. LOUIS, MO 63146	55851	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT COMPETITIVE PRICE ALLOWANCE PROGRAM DATED 02/22/2010	Effective Date
311 FORT OGLETHORPE MARKEPLACE LLC 780 OLD ROSWELL ROAD SUITE 100 C/O MIMMS ENTERPRISES INC ROSWELL, GA 30076	S# 741	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #741) FT OGLETHORPE SC 400 BATTLEFIELD PKY FORT OGLETHORPE, GA	July 31, 2017
312 FRAZIER INDUSTRIAL COMPANY- DAVID MCDONALD PO BOX 822106 PHILADELPHIA, PA 19182-2106	55931	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SELEDECK CASE FLOW ROW PROJECT DATED 10/17/2014	Effective Date
313 FRYD DEVELOPERS LTD. 523 MICHIGAN AVE. MIAMI BEACH, FL 33139	S# 3019	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3019) 6850 W 12TH AVE HIALEAH, FL	July 31, 2017
314 FUJITSU AMERICA, INC 2791 TELECOM PARKWAY RICHARSON, TX 75082	55767	PAYLESS INC.	SOFTWARE LICENSING AGREEMENT EVALUATION SALES AGREEMENT DATED 07/01/2010	Effective Date
315 FUJITSU TECHNOLOGY SOLUTIONS, INC ATTN: CONTRACTS MGR. 5335 WISCONSIN AVE NW SUITE 280 WASHINGTON, DC 20015	55777	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT FITSI ORDER DATED 05/08/2002	Effective Date
316 FUJITSU TECHNOLOGY SOLUTIONS, INC ATTN: CONTRACTS MGR. 5335 WISCONSIN AVE NW SUITE 780 WASHINGTON, DC 20015	55780	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT FTSI ORDER DATED 08/24/2003	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
317 FUJITSU TRANSACTION SOLUTIONS, INC 5429 LBJ FREEWAY DALLAS, TX 75240	55783; 55787	PAYLESS INC.; PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT MASTER AGREEMENT FOR THE SUPPLY OF EQUIPMENT, SOFTWARE, MAINTENANCE SERVICES AND PROFESSIONAL SERVICES DATED 09/30/2002 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
318 FUQING HUAFENG PLASTIC RUBBER PRODUCTS CO., LTD. 54KM FUXIA ROAD HONGLU TOWN FUQING CITY FUJIAN, CHINA	55839; 55840	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	Effective Date
319 FUQING HUAFENG PLASTIC RUBBER PRODUCTS CO., LTD. 54KM FUXIA ROAD HONGLU TOWN FUQING CITY FUJIAN, CHINA	55844; 55848; 55852	DYNAMIC ASSETS LIMITED; PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	Effective Date
320 FUQING HUAFENG PLASTIC RUBBER PRODUCTS CO., LTD. 54KM FUXIA ROAD HONGLU TOWN FUQING CITY FUJIAN, CHINA	55855; 55858	COLLECTIVE BRANDS LOGISTICS, LIMITED; DYNAMIC ASSETS LIMITED	VENDOR AGREEMENT SOURCING AGREEMENT DATED 03/15/2016	Effective Date
321 FW IL-RIVERSIDE/RIVERS EDGE LLC C/O REGENCY CENTERS CORPORATION ONE INDEPENDENT DRIVE SUITE 114 JACKSONVILLE, FL 32202-5019	S# 1339	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1339) RIVERSIDE SQUARE 3145 S ASHLAND AVE CHICAGO, IL	July 31, 2017
322 G&I IX EMPIRE TOPS PLAZA LOCKPORT LLC C/O DLC MANAGEMENT CORP 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 3032	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3032) TOPS MALL 5849 S TRANSIT RD LOCKPORT, NY	July 31, 2017

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
323 G&I VII WESTFORK LLC - C/O WOOLBRIGHT DEVELOPMENT ATTN: PROPERTY ACCOUNTANT WESTFORK PLAZA 2240 NW 19TH STREET SUITE 801 BOCA RATON, FL 33431	S# 5654	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5654) WESTFORK PLAZA 15887 PINES BOULEVARD PEMBROKE PINES, FL	July 31, 2017
324 GABRIEL BROTHERS, INC 55 SCOTT AVENUE MORGANTOWN, WV 26505	55929	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/18/1999	Effective Date
325 GALLAGER BASSET SERVICES, INC TWO PIERCE PLACE ITASCA, IL 60143	55933	COLLECTIVE BRANDS SERVICES, INC.	THIRD PARTY PROFESSIONAL (E.G., LAWYERS, CONSULTANTS, AUDITORS, ETC.) THIRD PARTY ADMINISTRATOR AGREEMENT DATED 02/01/2012	Effective Date
326 GATEWAY OPPORTUNITY FUND LLC 3189 AIRWAY AVENUE SUITE B C/O PRISM REALTY CORPORATION COSTA MESA, CA 92626	S# 4134	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4134) GATEWAY TOWNE CENTER 1633 SOUTH ALAMEDA ST COMPTON, CA	July 31, 2017
327 GENESIS 10 CORP 6950 SQUIBB ROAD, SUITE 430 MISSION, KS 66202	55957	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER TEMPORARY SERVICES AGREEMENT	Effective Date
328 GENESIS CORP. 950 THIRD AVENUE NEW YORK, NY 10022	55962	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 08/23/2007	Effective Date
329 GENFOOT, INC 554 MONTEE DE LIESSE MONTREAL QUEBEC, H4TIPI CANADA	55968	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/12/2004	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
330 GEORGE & THERESA JOE 14906 SUGAR CRYSTAL COURT SUGARLAND, TX 77478	S# 5542	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5542) 6532 LAKEWORTH BLVD LAKE WORTH, TX	July 31, 2017
331 GEORGE ZAHABIAN 10 ELM PLACE C/O 255 FULTON AVENUE REALTY INC GREAT NECK, NY 11024	S# 4373	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4373) 255 FULTON AVE HEMPSTEAD, NY	July 31, 2017
332 GEORGIA-PACIFIC CORRUGATED LLC 133 PEACHTREE STREET NE ATLANTA, GA 30303	55990	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT TWO TO MASTER PURCHASE AGREEMENT DATED 06/28/2016	Effective Date
333 GEORGIA-PACIFIC CORRUGATED LLC 133 PEACHTREE STREET NE ATLANTA, GA 30303	55993	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT TWO TO MASTER PURCHASE AGREEMENT DATED 08/04/2016	Effective Date
334 GEORGIA-PACIFIC CORRUGATED LLC 133 PEACHTREE STREET NE ATLANTA, GA 30303	55998	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT DATED 11/01/2011 PLUS AMENDMENTS	Effective Date
335 GEORGIA-PACIFIC PACKAGING LLC 133 PEACHTREE STREET NE ATLANTA, GA 30303	56004	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT MASTER PURCHASE AGREEMENT DATED 11/01/2011 PLUS AMENDMENTS	Effective Date
336 GGC ADMINISTRATION, LLC ONE EMBARCADERO CENTER SUITE 39TH FLOOR SAN FRANCISCO, CA 94111	78348; 78349; 78350; 78351; 78352	PAYLESS HOLDINGS LLC; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; WBG-PSS HOLDINGS LLC	ADVISORY AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
337 GGP-GATEWAY MALL LLC 1114 AVENUE OF THE AMERICAS SUITE 2800 C/O GENERAL COUNSEL NEW YORK, NY 10036-7703	S# 3458	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3458) GATEWAY MALL 3000 GATEWAY ST SPRINGFIELD, OR	July 31, 2017
338 GIANCHANDANI INVESTMENTS LC 103 REGAL STREET LAREDO, TX 78041-2334	S# 3283	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3283) 207 S MAIN ST MCALLEN, TX	July 31, 2017
339 GISH, STEPHEN J. ADDRESS ON FILE	59117	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT - TO REPURCHASE	Effective Date
340 GIUSTO, PHILLIP ADDRESS ON FILE	58843	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
341 GIUSTO, PHILLIP ADDRESS ON FILE	56069	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 11/30/2016	Effective Date
342 GLEN COVE FOREST LLC 1401 BROAD STREET C/O ARC PROPERTIES CLIFTON, NJ 07013	S# 5291	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5291) 71 FOREST AVENUE GLEN COVE, NY	July 31, 2017
343 GLENDALE FASHION ASSOCIATES LLC & RANCHOPALISADES HOLDING LLC 16795 VON KARMAN AVE SUITE 200 C/O ATHENA PROPERTY MANAGEMENT IRVINE, CA 92606	S# 5744	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5744) GLENDALE FASHION CENTER 215 N GLENDALE AVE GLENDALE, CA	July 31, 2017

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
344 GLOBAL BRAND MARKETING INC 6500 HOLLISTER AVENUE SANTA BARBARA, CA 93117	56089; 56094	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/13/2006	Effective Date
345 GLOBAL BRAND MARKETING 6500 HOLLISTER AVENUE SANTA BARBARA, CA 93117	56085	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/07/2006	Effective Date
346 GORMAN, ALISSA ADDRESS ON FILE	58719	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
347 GREEN, EDWARD R. ADDRESS ON FILE	59135	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
348 GREENSPRING ASSOCIATES LP C/O REGENCY CENTERS CORPORATION ONE INDEPENDENT DRIVE SUITE 114 ATTN: LEASE ADMIN JACKSONVILLE, FL 32202-5019	S# 4182	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4182) VALLEY CENTRE 9616 REISTERSTOWN RD # 19 OWINGS MILLS, MD	July 31, 2017
349 GRONER FAMILY LIMITED PARTNERSHIP C/O MANCO ABBOTT INC PO BOX 9440 FRESNO, CA 93792-9440	S# 2381	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2381) CABRILLO CENTER 1423 FREEDOM BLVD WATSONVILLE, CA	July 31, 2017
350 GROOMS, KIMBERLY ADDRESS ON FILE	59064	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
351 GRUNERT, HEATHER ADDRESS ON FILE	55867	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
352 GWYNNIE BEE, INC. 30-30 47TH AVENUE SUITE 540 LONG ISLAND CITY, NY 11101	55932	PAYLESS SHOESOURCE WORLDWIDE, INC.	PARTNERSHIP AGREEMENT LETTER AGREEMENT	Effective Date
353 HADDOCK, DARREN ADDRESS ON FILE	55745	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
354 HAIRPIN RETAIL LLC 666 DUNDEE ROAD SUITE 1102 C/O BRINSHORE DEVELOPMENT LLC NORTHBROOK, IL 60062	S# 2291	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2291) 2800 N MILWAUKEE AVE CHICAGO, IL	July 31, 2017
355 HALSTEAD, THAD ADDRESS ON FILE	58810	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
356 HANCOCK BUSINESS CENTER LLC 14-20 LINDEN STREET ALLSTON, MA 02134	S# 4096	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4096) 1534 HANCOCK ST # 38 QUINCY, MA	July 31, 2017
357 HANSEN, NEIL ADDRESS ON FILE	58831	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
358 HANSEN, NEIL ADDRESS ON FILE	56903	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016 PLUS AMENDMENTS	Effective Date
359 HANSEN, NEIL ADDRESS ON FILE	56906	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015	Effective Date
360 HANSEN, NEIL ADDRESS ON FILE	56911	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 12/12/2012	Effective Date
361 HARRINGTON, LAURA ADDRESS ON FILE	59170	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
362 HARRISON, TRACEY ADDRESS ON FILE	58857	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
363 HARTE-HANK DATA SERVICES, LLC 6701 BAYMEADOW DRIVE, SUITE D GLEN BURNIE, MD 21060	56106	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT LETTER OF AUTHORIZATION DATED 07/24/2006	Effective Date
364 HARTE-HANKS DATA SERVICES, LLC 6701 BAYMEADOW DRIVE, SUITE D GLEN BURNIE, MD 21060	56110	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT SERVICES AGREEMENT DATED 06/29/2007 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
365 HARTFORD LIFE & ACCIDENT INSURANCE COMPANY ATTN: BETH PHILLIPS, ACCOUNT MANAGER 7400 COLLEGE BLVD, STE 600 OVERLAND PARK, KS 66210	56114	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS POLICY APPLICATION FOR HAWAII TEMPORARY DISABILITY INSURANCE DATED 01/01/2011	Effective Date
366 HASAJ, PAJTIM ADDRESS ON FILE	58998	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
367 HAWTHORNE CENTRE ASSOCIATES L.P. C/O BURKWOOD ASSOCIATES 255 BUTLER AVENUE SUITE 203 LANCASTER, PA 17601	S# 6577	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6577) HAWTHORNE PLAZA SC 2058 FRUITVILLE PIKE LANCASTER, PA	July 31, 2017
368 HAWTHORNE WORKS CENTER LTD 340 ROYAL POINCIANA WAY SUITE 316 ATTN: GREGORY MOROSS PALM BEACH, FL 33480	S# 1874	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1874) HAWTHORNE WORKS SHOPPING CENTER 4755 W CERMAK RD CICERO, IL	July 31, 2017
369 HCW PRIVATE DEVELOPMENT LLC C/O BAYER PROPERTIES LLC; ATTN: GENERAL 2222 ARLINGTON AVENUE S BIRMINGHAM, AL 35222	S# 2191	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2191) BRANSON LANDING 415 BRANSON LANDING BRANSON, MO	July 31, 2017
370 HEALTHTRUST PURCHASING GROUP, L.P. CORETRUST 155 FRANKLIN ROAD SUITE 400 BRENTWOOD, TN 37027	56137	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 09/01/2015	Effective Date
371 HEB GROCERY COMPANY LP 646 S. MAIN (78204) P.O. BOX 839955/ATTN: SHOPPING CENTER D SAN ANTONIO, TX 78283-3955	S# 2343	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2343) WESTLAKES SHOPPING CENTER 8223 MARBACH ROAD SAN ANTONIO, TX	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
372 HEB GROCERY COMPANY LP 646 S. MAIN (78204) P.O. BOX 839955/ATTN: SHOPPING CENTER D SAN ANTONIO, TX 78283-3955	S# 3219	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3219) 10100 BEECHNUT DRIVE SUITE 130 HOUSTON, TX	July 31, 2017
373 HELLER, OMBRETTA ADDRESS ON FILE	58972	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
374 HENDERSON INVESTMENT COMPANY INC. PO BOX 9909 805 WEST PARK AVENUE SUITE 5E GREENWOOD, MS 38930	S# 213	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #213) HIGHLAND PARK SHOPPING CENTER 615 WEST PARK AVE GREENWOOD, MS	July 31, 2017
375 HEPBURN, PHILLIP ADDRESS ON FILE	58686	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date
376 HERITAGE CENTRAL LLC 2239 SAN YSIDRO DRIVE ATTN: MARGARET MCDONALD KANE PRESIDENT BEVERLY HILLS, CA 90210	S# 5336	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5336) HERITAGE CENTER 5049 NORTH CENTRAL EXPWY PLANO, TX	July 31, 2017
377 HERITAGE SQUARE PROPERTIES LLC C/O COMMPROS INC 1401 QUAIL STREET SUITE 105 NEWPORT BEACH, CA 92660	S# 2359	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2359) 3172 E TULARE AVE FRESNO, CA	July 31, 2017
378 HEWLETT PACKARD AUSTIN 14231 TANDEM BLVD AUSTIN, TX 78728	55823	PAYLESS SHOESOURCE, INC.	IT CONTRACT SCHEDULE A SOFTWARE LICENSE AND SERVICES MAINTENANCE QUOTE DATED 01/27/2004	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
379 HEWLETT PACKARD COMPANY 300 HANOVER STREET PALO ALTO, CA 94304	55830	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT STATEMENT OF WORK DATED 03/19/2013	Effective Date
380 HEWLETT PACKARD COMPANY 300 HANOVER STREET PALO ALTO, CA 94304	55831	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT TERMS AND CONDITIONS OF SALE AND SERVICE DATED 05/12/2003	Effective Date
381 HEWLETT PACKARD-AUSTIN 301 CONGRESS AVE. 11TH FLOOR AUSTIN, TX 78707	55842	PAYLESS SHOESOURCE, INC.	IT CONTRACT SCHEDULE A SOFTWARE LICENSE AND SERVICES MAINTENANCE QUOTE DATED 02/13/2003	Effective Date
382 HIGHLAND AVENUE PLAZA LLC 1448 15TH STREET SUITE 100 C/O DOERKEN PROPERTIES SANTA MONICA, CA 90404	S# 2928	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2928) HIGHLAND AVENUE PLAZA 4160 HIGHLAND AVENUE SUITE 7 HIGHLAND, CA	July 31, 2017
383 HILCO REAL ESTATE, LLC, HILCO MERCHANT RESOURCES, LLC (TOGETHER, HILCO) 5 REVERE DRIVE, SUITE 206 NORTHBROOK, IL 60062	55863	PAYLESS SHOESOURCE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT DATED 02/01/2014	Effective Date
384 HILL, JAMES A. ADDRESS ON FILE	58621	COLLECTIVE BRANDS FRANCHISING SERVICES, LLC	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date
385 HILLRICHS, AUSTIN ADDRESS ON FILE	59147	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
386 HITCH, LORRAINE ADDRESS ON FILE	58827	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
387 HITCH, LORRAINE ADDRESS ON FILE	55875	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016	Effective Date
388 HOCKERSON-HANLBERSTADT, INC 6718 MOSSMAN PLACE NE ALBUQUERQUE, NM 70110	55938	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 11/11/1997	Effective Date
389 HOWERTON, KELLI ADDRESS ON FILE	58800	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
390 HS BELMONT LLC C/O WESTWOOD FINANCIAL CORPORATION; ATTN 11440 SAN VICENTE BLVD SUITE 200 LOS ANGELES, CA 90049	S# 2910	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2910) BELMONT PLAZA 3282 E ANAHEIM ST LONG BEACH, CA	July 31, 2017
391 HSP HOLDINGS LLC 1430 SW BROADWAY SUITE 100 C/O HARSCH INVESTMENT PROPERTIES PORTLAND, OR 97201	S# 2685	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2685) FASHION SQUARE 10773 SW BEAVERTON HILLSDALE HWY BEAVERTON, OR	July 31, 2017
392 HULTGREN, GREGORY A. ADDRESS ON FILE	58806	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
393 HUNTER BOOT LIMITED 36 MELVILLE STREET EDINBURGH, EH37HA UNITED KINGDOM	56166	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT LETTER OF CONSENT DATED 07/30/2010	Effective Date
394 IA ATLANTA BUCKHEAD LLC 2809 BUTTERFIELD ROAD SUITE 200 C/O INVENTRUST PROPERTY MGMT LLC; ATTN: OAK BROOK, IL 60523	S# 6134	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6134) BUCKHEAD CROSSING SUITE 47 2625 PIEDMONT ROAD ATLANTA, GA	July 31, 2017
395 IA OKLAHOMA CITY PENN LLC 2809 BUTTERFIELD ROAD; SUITE 200; ATTN: C/O INVENTRUST PROPERTY MANAGEMENT LLC B OAK BROOK, IL 60523	S# 2818	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2818) PENN PARK SHOPPING CENTER 1413 W I240 SERVICE RD OKLAHOMA CITY, OK	July 31, 2017
396 IBM CREDIT LLC 4111 NORTHSIDE PARKWAY ATLANTA, GA 30327	56184	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT TERM LEASE SUPPLEMENT DATED 12/22/2010	Effective Date
397 IBM CREDIT LLC 7100 HIGHLADNS PARKWAY SMYRNA, GA 30082	56175	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT IBM EQUIPMENT / HARDWARE LEASE DATED 11/28/2015	Effective Date
398 IBM CREDIT LLC 7100 HIGHLANDS PARKWAY SMYRNA, GA 30082	56170	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT IBM EQUIPMENT / HARDWARE LEASE DATED 11/11/2015	Effective Date
399 INFOSYS TECHNOLOGIES LIMITED ELECTRONICS CITY, HOSUR ROAD BANGALORE, 561229 INDIA	56259	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 07/03/2003 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
400 INGENICO INC 6195 SHILOH ROAD ALPHARETTA, GA 30005	56263	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER AMENDMENT ONE TO PAYMENT SYSTEM PURCHASE AGREEMENT DATED 02/01/2008	Effective Date
401 INLAND WESTERN BAY SHORE GARDINER LLC 2021 SPRING ROAD SUITE 200 C/O RPAI MANAGEMENT LLC; ATTN: PRESIDENT OAK BROOK, IL 60523	S# 5794	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5794) GARDINER MANOR MALL 846 SUNRISE HWY BAY SHORE, NY	July 31, 2017
402 INLAND WESTERN CHANTILLY CROSSING LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAK BROOK, IL 60523	S# 3836	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3836) CHANTILLY CROSSING 14403 CHANTILLY CROSSING LANE CHANTILLY, VA	July 31, 2017
403 INLAND WESTERN CHICAGO BRICKYARD LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAKBROOK, IL 60523	S# 4379	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4379) THE BRICKYARD 2700 NORTH NARRAGANSETT CHICAGO, IL	July 31, 2017
404 INLAND WESTERN FULLERTON METROCENTER LLC 2021 SPRING ROAD SUITE 200 C/O RPAI US MANAGEMENT LLC OAK BROOK, IL 60523	S# 4056	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4056) FULLERTON METRO CENTER 1349 S HARBOR BLVD FULLERTON, CA	July 31, 2017
405 INLAND WESTERN HOUSTON SAWYER HEIGHTS LP 2021 SPRING ROAD SUITE 200 C/O RPAI SOUTHWEST MANAGEMENT LLC OAK BROOK, IL 60523	S# 2350	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2350) SAWYER HEIGHTS VILLAGE 1901 TAYLOR ST HOUSTON, TX	July 31, 2017
406 INMAN, JASON ADDRESS ON FILE	59149	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
407 INTERCALL, INC. ATTN: LEGAL DEPT 8420 W BRYN MAWR AVE, STE 400 CHICAGO, IL 60631	56329	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/14/2011 PLUS AMENDMENTS	Effective Date
408 INVOKE SOLUTIONS INC. CFO, INVOKE SOLUTIONS, INC. 391 TOTTEN ROAD SUITE 101 WALTHAM, MA 02451	56483	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 07/21/2014	Effective Date
409 IRC CREEKSIDE COMMONS LLC 814 COMMERCE DRIVE SUITE 300 C/O IRC RETAIL CENTERS; ATTN: PRESIDENT OAK BROOK, IL 60523	S# 6389	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6389) CREEKSIDE COMMONS 9575 MENTOR AVENUE MENTOR, OH	July 31, 2017
410 IRC WOODBURY COMMONS LLC C/O IRC RETAIL CENTERS; ATTN: PRESIDENT 814 COMMERCE DRIVE SUITE 300 OAK BROOK, IL 60523	S# 4264	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4264) WOODBURY COMMONS 10150 HUDSON RD WOODBURY, MN	July 31, 2017
411 IREIT FRESNO EL PASEO LLC C/O INLAND COMMERCIAL REAL ESTATE SERVIC 2901 BUTTERFIELD ROAD OAK BROOK, IL 60523	S# 2482	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2482) MARKETPLACE AT EL PASEO 6591 N RIVERSIDE DR FRESNO, CA	July 31, 2017
412 IREIT PAPILLION MARKET POINTE LLC C/O INLAND NATIONAL REAL ESTATE SERVICES 2901 BUTTERFIELD ROAD OAK BROOK, IL 60523	S# 4351	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4351) THE SHOPPES AT MARKET POINTE 8540 S 71ST PLAZA PAPILLION, NE	July 31, 2017
413 ISHIKA MARKETING LIMITED (SILVIA TCHERASSI & MAURICIO ESPINOSA) 4104 PONCE DE LEON BLVD CORAL GABLES, FL 33146	56509	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT SERVICE CONTRACT RENEWAL DATED 09/01/2010	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
414 ISS FACILITY SERVICES, INC 2306 W. 10TH TOPEKA, KS 66604	56515	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 04/29/2009 PLUS STATEMENTS OF WORK	Effective Date
415 IVT HIGHLANDS AT FLOWER MOUND LP 2809 BUTTERFIELD ROAD SUITE 200; BLDG 40 C/O INVENTRUST PROPERTY MANAGEMENT LLC OAK BROOK, IL 60523-1106	S# 3765	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3765) HIGHLANDS OF FLOWER MOUND 6101 LONG PRAIRIE RD FLOWER MOUND, TX	July 31, 2017
416 J.W. MAYS INC. NINE BOND STREET BROOKLYN, NY 11201-5805	S# 3685	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3685) 510 FULTON ST BROOKLYN, NY	July 31, 2017
417 JACK L. DOCKENDORF PO BOX 7005 ST. CLOUD, MN 56302-7005	S# 136	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #136) 4124 W DIVISION ST SAINT CLOUD, MN	July 31, 2017
418 JACK SCHWARTZ SHOES, INC 155 AVENUE OF THE AMERICAS 9TH FLOOR NEW-YORK, NY 10013	56527	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/31/2005	Effective Date
419 JACKSON-HOUSTON EAST LTD 900 E. LAKEVIEW DRIVE MCALLEN, TX 78501	S# 3793	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3793) CENTRAL MARKETPLACE 901 S 10TH ST STE 210 MCALLEN, TX	July 31, 2017
420 JASAN LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES BOCA RATON, FL 33431-4230	S# 821	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #821) 3928 7TH STREET RD SHIVELY, KY	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
421 JAYHAWK FILE EXPRESS, LLC PO BOX 2596 TOPEKA, KS 66601	67921; 67924; 67926; 67928; 67930; 67933; 67934; 67936; 67938; 67940; 67943; 67945; 67947; 67948; 67950; 67953; 67956; 67958; 67960; 67961; 67962; 67963; 67965; 67967; 67969; 67971; 67973; 67975; 67978	CLINCH, LLC; COLLECTIVE BRANDS FRANCHISING SERVICES, LLC; COLLECTIVE BRANDS LOGISTICS, LIMITED; COLLECTIVE BRANDS SERVICES, INC.; COLLECTIVE LICENSING INTERNATIONAL, LLC; COLLECTIVE LICENSING, LP; DYNAMIC ASSETS LIMITED; EASTBOROUGH, INC.; PAYLESS COLLECTIVE GP, LLC; PAYLESS FINANCE, INC.; PAYLESS GOLD VALUE CO, INC.; PAYLESS HOLDINGS LLC; PAYLESS INC.; PAYLESS INTERMEDIATE HOLDINGS LLC; PAYLESS INTERNATIONAL FRANCHISING, LLC; PAYLESS NYC, INC.; PAYLESS PURCHASING SERVICES, INC.; PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE OF PUERTO RICO, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.; PSS CANADA, INC.; PSS DELAWARE COMPANY 4, INC.; SHOE SOURCING, INC.; WBG-PSS HOLDINGS LLC	STORAGE AND SERVICE AGREEMENT DATED 2/19/1998	Effective Date
422 JDN DEVELOPMENT COMPANY INC. C/O DEVELOPERS DIVERSIFIED PO BOX 228042 BEACHWOOD, OH 44122	S# 5631	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5631) WEST VALLEY MARKETPLACE 1091 MILLCREEK RD. ALLENTOWN, PA	July 31, 2017
423 JEFFERY, MARK ADDRESS ON FILE	72369	PAYLESS INC.	DIRECTOR'S INDEMNITY DEED - MARK JEFFERY	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
424 JENNIFER AND VICTOR DUONG 1005 TIMOTHY DRIVE SAN JOSE, CA 95133	S# 526	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #526) 5095 STOCKTON BLVD SACRAMENTO, CA	July 31, 2017
425 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	56298	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT MASTER PURCHASE AGREEMENT DATED 04/15/2010 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
426 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	56305	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 04/15/2010	Effective Date
427 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	54838	PAYLESS SHOESOURCE WORLDWIDE, INC.	QUOTE #003393 DATED 02/03/2014	Effective Date
428 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	54839	PAYLESS SHOESOURCE WORLDWIDE, INC.	QUOTE #003947 DATED 06/12/2014	Effective Date
429 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	54840	PAYLESS SHOESOURCE WORLDWIDE, INC.	QUOTE #004407 DATED 10/28/2014	Effective Date
430 JMA INFORMATION TECHNOLOGY ATTN: DAVID SUTHERLAND 10551 BARKLEY, #400 OVERLAND PARK, KS 66212	54841	PAYLESS SHOESOURCE WORLDWIDE, INC.	QUOTE #004761 DATED 01/15/2015	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
431 JMA IT 10551 BARKLEY #400 OVERLAND PARK, KS 66212	56312	COLLECTIVE BRANDS SERVICES, INC.	UNION CONTRACT QUOTATION DATED 02/21/2012	Effective Date
432 JOHNSON, CHAD ADDRESS ON FILE	59151	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
433 JOHNSTON, JOEL ADDRESS ON FILE	59055	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date
434 JONES, W. PAUL ADDRESS ON FILE	56333	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT PERTAINS TO MANAGEMENT INCENTIVE UNITS DATED 03/11/2014	Effective Date
435 JOSEPH TOTAH 1175 TUOLUMNE ROAD MILLBREA, CA 94030	S# 1468	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1468) 1822 W OLIVE AVE MERCED, CA	July 31, 2017
436 JUSTVIG, TINA ADDRESS ON FILE	56409	PAYLESS SHOESOURCE WORLDWIDE, INC.	INDEPENDENT CONTRACTORS CONSULTING AGREEMENT DATED 02/27/2012 PLUS AMENDMENTS	Effective Date
437 KAISER PERMANENTE 20700 VENTURA BLVD., STE. 300 WOODLAND HILLS, CA 91364	56417	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS 2001 RENEWAL DATED 05/01/2001	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
438 KAISER PERMANENTE 20700 VENTURA BLVD., STE. 300 WOODLAND HILLS, CA 91364	56421	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS NEW GROUP AGREEMENT FOR PURCHASER ID#106320 DATED 04/13/2001	Effective Date
439 KANAWHA REALTY & DEV. CORP. 1204 KANAWHA BOULEVARD EAST CHARLESTON, WV 25301	S# 6278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6278) 71 S SPRINGBORO PIKE MIAMISBURG, OH	July 31, 2017
440 KANAWHA-APH-FKG CAPITAL PARTNERS 1204 KANAWHA BLVD EAST CHARLESTON, WV 25301	S# 2111	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2111) 1777 SW LOOP 410 SAN ANTONIO, TX	July 31, 2017
441 KANSAS PERSONNEL SERVICES, INC. D.B.A. KEY STAFFING 5840 SW HUNTOON TOPEKA, KS 66604	51666	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO TEMP SERVICES AGREEMENT DATED 09/16/2004	Effective Date
442 KANSAS PERSONNEL SERVICES, INC. D.B.A. KEY STAFFING 5840 SW HUNTOON TOPEKA, KS 66604	51641	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO THE TEMPORARY SERVICES AGREEMENT DATED 09/16/2008	Effective Date
443 KANSAS PERSONNEL SERVICES, INC. D.B.A. KEY STAFFING 5840 SW HUNTOON TOPEKA, KS 66604	56429	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT DATED 09/01/2004 PLUS AMENDMENTS	Effective Date
444 KAPCAR, BRADLEY ADDRESS ON FILE	56438	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
445 KATE SPADE LLC C/O BARBARA KOLSUN, ESQ 48 WEST 25TH STREET NEW YORK, NY 10010	56442	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT TRADE DRESS INFRINGEMENT CLAIM DATED 03/30/2005	Effective Date
446 KAZOWSKI, PATTI ADDRESS ON FILE	58893	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
447 KEDS, LLC 191 SPRING STREET LEXINGTON, MA 02421	49222; 49333	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	MASTER AGREEMENT DATED 4/20/2011	Effective Date
448 KELLY SERVICES 999 WEST BIG BEAVER TROY, MI 48-84	56461	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT TEMPORARY LABOR AGREEMENT AMENDMENT DATED 08/01/2006	Effective Date
449 KEMAH PAD 1 LP 1445 NORTH LOOP WEST SUITE 625 C/O WEINER DEVELOPMENT CORP HOUSTON, TX 77008	S# 1379	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1379) KEMAH CENTER 153 FM 518 SUITE A KEMAH, TX	July 31, 2017
450 KENDALE ASSOCIATES LP C/O KIMCO REALTY PO BOX 5020 NEW HYDE PARK, NY 11042	S# 5124	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5124) KENDALL LAKES PLAZA 14089 SW 88TH STREET MIAMI, FL	July 31, 2017
451 KENTLANDS SQUARE LLC 7501 WISCONSIN AVENUE SUITE 1500 EAST C/O SAUL HOLDINGS LIMITED PARTNERSHIP BETHESDA, MD 20814-6522	S# 4588	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4588) KENTLANDS SHOPPING CENTER 221 KENTLANDS BLVD GAITHERSBURG, MD	July 31, 2017

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
452 KIDSTUFF COUPON BOOKS 6520 STONEGATE DRIVE SUITE 160 ALLENTOWN, PA 18106	56171	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT COUPON BOOK PARTICIPATION AGREEMENT DATED 02/26/2014	Effective Date
453 KIN PROPERTIES INC. 185 SPANISH RIVER BLVD. BOX 500 T#100003465 BOCA RATON, FL 33431-4230	S# 2949	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2949) 681 E FOOTHILL BLVD RIALTO, CA	July 31, 2017
454 KING'S EXPRESS 3813 BROADWAY STREET BUFFALO, NY 14227	56198	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ASSIGNMENT OF POOL POINT SERVICE AGREEMENT DATED 03/06/2016	Effective Date
455 KINGSBRIDGE ASSOCIATES LLC 41 SHORE ROAD AMITVILLE, NY 11701	S# 3245	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3245) RIVERDALE PLAZA 60 W 225TH STREET BRONX, NY	July 31, 2017
456 KINNEY SHOE COPORATION EUGENE D. BERMAN EB 3243 ROSEN, DAINOW & JACOBS ATTORNEYS FOR PLAINTIFF 489 FIFTH AVENYE NEW YORK, NY 10017	56203	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND MUTUAL RELEASE DATED 01/21/1992	Effective Date
457 KLINZING, MARTIN L. ADDRESS ON FILE	58834	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
458 KOCKS, JOSEPH H. ADDRESS ON FILE	58828	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
459 KOEPKE, CAROL ADDRESS ON FILE	58851	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
460 KOEPKE, CAROL ADDRESS ON FILE	56228	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 06/20/2016	Effective Date
461 KOFFLER/GID LLC C/O THE KOFFLER GROUP/ATTN: AJD 10 MEMORIAL BLVD SUITE 901 PROVIDENCE, RI 02903	S# 3649	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3649) HOOKSET CROSSING 210 QUALITY DRIVE SUITE D3 HOOKSETT, NH	July 31, 2017
462 KONG, YINGFANG ADDRESS ON FILE	59153	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
463 KR COLLEGETOWN LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP; ATTN: GENERA NEW YORK, NY 10017	S# 5023	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5023) COLLEGETOWN SHOPPING CENTER 789 N DELSEA DR GLASSBORO, NJ	July 31, 2017
464 KRG BAYONNE URBAN RENEWAL LLC - C/O KITEREALTY GROUP 30 SOUTH MERIDIAN SUITE 1100 ATTN: VP OF PROPERTY OPERATIONS INDIANAPOLIS, IN 46204	S# 4278	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4278) BAYONNE CROSSING 305 BAYONNE CROSSING WAY BAYONNE, NJ	July 31, 2017
465 KRISTIANSSEN, SUSAN ADDRESS ON FILE	59114	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
466 KRT PROPERTY HOLDINGS LLC 450 LEXINGTON AVENUE 13TH FLOOR C/O BRIXMOR PROPERTY GROUP NEW YORK, NY 10017	S# 3282	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3282) BARN PLAZA SC 1745 S EASTON RD DOYLESTOWN, PA	July 31, 2017
467 LACOSTE ALLIGATOR. S.A S. RUE MUZY GENEVA, SWITZERLAND	56317	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2007	Effective Date
468 LACOSTE ALLIGATOR. S.A. S RUE MUZY, CH-1211 GENEVA, SWITZERLAND	56321	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/01/2007	Effective Date
469 LAKE SUCCESS SHOPPING CENTER LLC 1526-A UNION TURNPIKE NEW HYDE PARK, NY 11040	S# 3990	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3990) LAKE SUCCESS SC 1430 UNION TURNPIKE NEW HYDE PARK, NY	July 31, 2017
470 LAKESIDE INVESTMENTS LLC 11213 DAVENPORT STREET SUITE 300 C/O CB RICHARD ELLIS OMAHA, NE 68154	S# 2315	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2315) WESTERN SPRINGS SC 2587 S 177 PLAZA OMAHA, NE	July 31, 2017
471 LAKEWOOD PARTNERS INC 6006 RESEDA BLVD TARZANA, CA 91356	S# 2934	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2934) 2710 CARSON ST LAKEWOOD, CA	July 31, 2017
472 LANDMARK HHH LLC 4001 WILLIAMSBURG COURT C/O HHH PROPERTIES CORP FAIRFAX, VA 22032	S# 5674	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5674) PLAZA AT LANDMARK 6198F LITTLE RIVER TURNPIKE ALEXANDRIA, VA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
473 LANDOLL CORPORATION ATTN: TERRY GAY 3821 N. WESTPOINT DR RENO, NV 89509	56332	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE AGREEMENT DATED 05/03/2013	Effective Date
474 LANDOLL CORPORATION 3821 N. WESTPOINT DRIVE RENO, NV 89509	56328	PAYLESS SHOESOURCE DISTRIBUTION, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE AGREEMENT DATED 07/16/2014	Effective Date
475 LANDOLL CORPORATION ATTN: TERRY GAY 3821 N. WESTPOINT DR. RENO, NV 89509	56327	PAYLESS SHOESOURCE DISTRIBUTION, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE AGREEMENT DATED 05/03/2013	Effective Date
476 LANDOLL MATERIAL HANDLING PRODUCTS GROUP 3821 N. WESTPOINT DRIVE RENO, NV 89509-6875	56336	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 11/21/2016	Effective Date
477 LANE, LORELEI ADDRESS ON FILE	58958	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
478 LEE S LINDEN 2406 CLAYGATE COURT BEL AIR, CA 90077-1332	S# 5299	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5299) 1 S WHITEHORSE PIKE STRATFORD, NJ	July 31, 2017
479 LEE S. LINDEN TRUSTEE OF THE LEE S LINDEN FAMILY TRUST U/A/D/JULY 2 1998 2406 CLAYGATE COURT BEL AIR, CA 90077-1332	S# 926	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #926) 40668 US HIGHWAY 19 N TARPON SPRINGS, FL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
480 LEMON, MELISSA ADDRESS ON FILE	59056	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date
481 LES CHAUSSURES REGENCE INC 655 RUE DE L'ARGON VILLE DE QUÉBEC, QC G2N 2J6	56393; 56395; 56399	PAYLESS SHOESOURCE CANADA GP INC.; PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 09/29/2006	Effective Date
482 LEVON FITHIAN LLC DBA FITHIAN BUILDING 200 E CARRILLO STREET SUITE 200 C/O INVESTEC MANAGEMENT CORPORATION SANTA BARBARA, CA 93101	S# 4515	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4515) 627 STATE ST SANTA BARBARA, CA	July 31, 2017
483 LIGHTMAN CORDOVA CENTER CO G.P. C/O RETAIL MANAGEMENT SERVICES CO. 5100 POPLAR AVENUE SUITE 2607 MEMPHIS, TN 38137	S# 1413	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1413) GERMANTOWN PKWY 465 N GERMANTOWN PARKWAY CORDOVA, TN	July 31, 2017
484 LIVINGSTON/PINEBOROUGH INTEREST LTD C/O SDI REALTY 712 MAIN STREET SUITE 2900 HOUSTON, TX 77002	S# 2365	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2365) PINEBOROUGH S/C 1501 W CHURCH LIVINGSTON, TX	July 31, 2017
485 LOCKTON DUNNING BENEFIT COMPANY 717 N. HARWOOD 25TH FLOOR DALLAS, TX 75201	56285	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 09/01/2006	Effective Date
486 LOCKTON DUNNING BENEFIT COMPANY 717 N.HARWOOD, 25TH FLOOR DALLAS, TX 75201	56280	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 09/01/2006	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
487 LOREN ELECTRIC SIGN CORP. 12226 COAST DR WHITNIER, CA 90601	56378	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 03/01/2011	Effective Date
488 LP WEST ALLIS LLC PO BOX 170170 MILWAUKEE, WI 53217	S# 2272	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2272) 2814 S 108TH ST WEST ALLIS, WI	July 31, 2017
489 LYNDHURST RESIDENTIAL COMMUNITIES TWO LLC 2035 LINCOLN HIGHWAY SUITE 2150 EDISON, NJ 08817	S# 2640	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2640) LYNDHURST TOWNE CENTRE 409 VALLEY BROOK AVE LYNDHURST, NJ	July 31, 2017
490 M&H VI PROJECTS, LLC RE: DELTA SHORES, UNIT #302-19 ATTN: LEASE ADMINISTRATION 425 CALIFORNIA STREET, 10TH FLOOR SAN FRANCISCO, CA 94104-2113	S# 4882	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4882) DELTA SHORES SC SACRAMENTO, CA	July 31, 2017
491 MABRA, BURT ADDRESS ON FILE	58754	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY	Effective Date
492 MADISON PLACE LLC 1334 MAPLELAWN DRIVE TROY, MI 48084	S# 3705	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3705) MADISON PLACE 32107 JOHN R RD MADISON HEIGHTS, MI	July 31, 2017
493 MAHAN, DENNIS K. ADDRESS ON FILE	59113	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
494 MAIN STREET VILLAGE LP 4455 MURPHY CANYON ROAD SUITE 200 C/O ECP COMMERCIAL SAN DIEGO, CA 92123	S# 2989	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2989) MAIN STREET VILLAGE 1255 E MAIN ST EL CAJON, CA	July 31, 2017
495 MANHATTAN ASSOCIATES, INC. 2300 WINDY RIDGE PKWY ATLANTA, GA 30339	56450	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT QUOTE DATED 02/11/2013	Effective Date
496 MAR-CO EQUIPMENT COMPANY ATTN: STEVE ENRIQUEZ 26881 PALMETTO AVENUE REDLANDS, CA 92374	56523	PAYLESS SHOESOURCE DISTRIBUTION, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE AGREEMENT DATED 02/19/2014	Effective Date
497 MARCOTT HOSIERY, LLC ATTN: MARVIN BEARAK 3028 S. KILBOURN AVE CHICAGO, IL 60623	56532	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 05/02/2011	Effective Date
498 MARDESICH COMPANY SOUTHGATE LLC C/O BIAGINI PROPERTIES INC 333 W EL CAMINO REAL SUITE 240 SUNNYVALE, CA 94087-1969	S# 1817	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1817) SOUTHGATE SHOPPING CENTER 447A BLOSSOM HILL ROAD SAN JOSE, CA	July 31, 2017
499 MARINAS, JEREMY ADDRESS ON FILE	56536	PAYLESS INC.	INDEMNITY AGREEMENT GENERAL RELEASE FORM & ASSUMPTION OF RISK DATED 12/17/2014	Effective Date
500 MARINER CAPITAL LLC 18205 BISCAYNE BLVD SUITE 2202 AVENTURA, FL 33160	S# 5263	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5263) 750 W HALLANDALE BEACH BLVD HALLANDALE, FL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
501 MARK WEISS ES LLC 44 OLYMPIA LANE MONSEY, NY 10952	S# 3064	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3064) EASTGATE SQUARE 4394 EASTGATE SQUARE DR CINCINNATI, OH	July 31, 2017
502 MARKET SQUARE SHOPPING CENTER LLC 2001 ROSS AVENUE SUITE 3400 DALLAS, TX 75201	S# 4821	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4821) MARKET SQUARE AT ELDRIDGE PKWY 2930 ELDRIDGE PKWY HOUSTON, TX	July 31, 2017
503 MARSTALL, EDWARD ADDRESS ON FILE	59155	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
504 MARTIN-WILLIAMS, INC. ATTN: CEO 60 SOUTH 6TH ST. SUITE 2800 MINNEAPOLIS, MN 55402	56547	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AGREEMENT DATED 04/01/2005	Effective Date
505 MARVIN F POER & COMPANY PO BOX 674300 DALLAS, TX 75267-4300	59269	PAYLESS INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	Effective Date
506 MARVIN F. POER & COMPANY 12700 HILLCREST ROAD SUITE 125 DALLAS, TX 75230	49202	PAYLESS SHOESOURCE, INC.	REAL ESTATE TAX SERVICES DATED 3/11/2016	Effective Date
507 MATRA CONSTRUCTION, INC. 3909 CHARLES STREET BURNABY, BC M9C 5K8 CANADA	56561; 56565	PAYLESS SHOESOURCE CANADA INC.; PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT ASSIGNMENT OF MASTER CONSTRUCTION CONTRACT DATED 03/27/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
508 MATT JR, JOHN A. ADDRESS ON FILE	59014	PAYLESS SHOESOURCE DISTRIBUTION, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
509 MAY, MARK ADDRESS ON FILE	59000	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date
510 MAY, MARK ADDRESS ON FILE	56596	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
511 MC SIGN COMPANY ATTN TIM EIPPERT 89859 TYLER BLVD MENTOR, OH 44060	56604	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT MASTER PURCHASE AGREEMENT DATED 12/01/2009	Effective Date
512 MCCORMICK EQUIPMENT CO., INC. 112 NORTHEAST DRIVE LOVELAND, OH 45140	56611	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 02/24/2014	Effective Date
513 MCDONALD, WILLIAM ADDRESS ON FILE	56541	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
514 MCKINSEY, PAMELA ADDRESS ON FILE	59132	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
515 MDE TRANSPORTATION LLC 17330 PRESTON ROAD SUITE 200C DALLAS, TX 75252	56562	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT SHORT TERM LINE HAUL TRANSPORTATION SERVICE AGREEMENT DATED 03/01/2014	Effective Date
516 MEDIA MANAGEMENT INC. C/O OPTIMEDIA INTERNATIONAL US, INC. ATTN: GENERAL COUNSEL 375 HUNDSON STREET NEW YORK, NY 10014	56567	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT AND AUTHORIZATION TO RELEASE RECORDS DATED 03/31/2014	Effective Date
517 MENDELSON, MARK A. ADDRESS ON FILE	56575	PAYLESS INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT DATED 01/06/2014	Effective Date
518 MEPT PENN MAR LLC C/O NEWTOWER TRUST COMPANY ATTN: PRESIDE 7315 WISCONSIN AVENUE SUITE 350 WEST BETHESDA, MD 20814	S# 6036	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6036) PENN-MAR SHOPPING CENTER 3224 DONNELL DRIVE FORESTVILLE, MD	July 31, 2017
519 MERRIMAC INCOME PARTNERS LIMITED PARTNERSHIP C/O DICKINSON DEVELOPMENT CORP 1266 FURNACE BROOK PARKWAY QUINCY, MA 02169	S# 4372	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4372) MERRIMAC PLAZA 180 HAVERHILL ST METHUEN, MA	July 31, 2017
520 MERTEN, PAM ADDRESS ON FILE	56589	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
521 METLIFE HEALTH PLANS, INC 501 ROUTE 22 BRIDGEWATER, NJ 08807	51630	PAYLESS SHOESOURCE, INC.	BENEFITS FOR GENERAL DENTAL CARE DATED 01/01/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
522 METROPOLITAN MILL ROAD VENTURE 2805 C/O BOULDER VENTURE LLC 311 E. CHICAGO STREET SUITE 210 MILWAUKEE, WI 53202	S# 2805	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2805) 6400 N 76TH ST MILWAUKEE, WI	July 31, 2017
523 MICROSTRATEGY INCORPORATED 1861 INTERNATIONAL DR MCLEAN, VA 22102	56647	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER PRE-RELEASE SOFTWARE LICENSE AGREEMENT DATED 08/23/2007	Effective Date
524 MICROSTRATEGY SERVICES CORPORATION 1861 INTERNATIONAL DR MCLEAN, VA 22102	56651	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 09/27/2007	Effective Date
525 MICROSTRATEGY SERVICES CORPORATION ATTN: VICE PRESIDENT, COMMERCIAL LICENSING 1861 INTERNATIONAL DR MCLEAN, VA 22102	56655	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 12/17/2007	Effective Date
526 MICROSTRATEGY 1861 INTERNATIONAL DR MCLEAN, VA 22102	56632	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 01/29/2007	Effective Date
527 MICROSTRATEGY 1861 INTERNATIONAL DR MCLEAN, VA 22102	56636	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 08/10/2007	Effective Date
528 MICROSTRATEGY 1861 INTERNATIONAL DR MCLEAN, VA 22102	56639	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 12/20/2006	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
529 MICROSTRATEGY 1861 INTERNATIONAL DR MCLEAN, VA 22102	56643	PAYLESS SHOESOURCE, INC.	IT CONTRACT PRICE QUOTATION AND PURCHASE AGREEMENT DATED 12/23/2003	Effective Date
530 MID AMERICA SERVICE CO. PO BOX 361 PECULIAR, MO 64078	67914	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER PURCHASE AGREEMENT DATED 1/11/2010	Effective Date
531 MILLER INTERNATIONAL, INC 8500 ZUNI STREET DENVER, CO 80260	56678	CLINCH, LLC	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 03/31/2011	Effective Date
532 MILLER INTERNATIONAL, INC 8500 ZUNI STREET DENVER, CO 80260	56682; 56685	COLLECTIVE LICENSING INTERNATIONAL, LLC; PAYLESS INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 03/31/2011	Effective Date
533 MILLER INTERNATIONAL, INC. 8500 ZUNI STREET DENVER, CO 80260	56691; 56695; 56697	CLINCH, LLC; COLLECTIVE LICENSING INTERNATIONAL, LLC; PAYLESS INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE DATED 03/31/2011	Effective Date
534 MILLER, MARILYN ADDRESS ON FILE	59108	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
535 MILTON, DAVID ADDRESS ON FILE	58836; 58839	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
536 MILTON, DAVID ADDRESS ON FILE	56714	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 12/14/2012	Effective Date
537 MINUTE MAN, INC 3740 CARNEGIE AVE CLEVELAND, OH 44115	56720	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER TEMPORARY SERVICES AGREEMENT	Effective Date
538 MIONI, ARAM C. ADDRESS ON FILE	59156	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
539 MISLE PROPERTIES LLC 9360 JONES STREET C/O LINDA MISLE SHRIER OMAHA, NE 68114	S# 1740	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1740) KIMBERLY PLAZA SC 17 KIMBERLY PLAZA CRANBERRY, PA	July 31, 2017
540 MLK ASSOCIATES LLC 9986 MANCHESTER ROAD C/O NATIONAL REAL ESTATE MANAGEMENT CORP ST. LOUIS, MO 63122	S# 3546	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3546) TYSON CROSSINGS 8353 LEESBURG PIKE VIENNA, VA	July 31, 2017
541 MLO GREAT SOUTH BAY LLC 5500 NEW ALBANY ROAD EAST SUITE 310 C/O OLSHAN PROPERTIES NEW ALBANY, OH 43054	S# 4470	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4470) GREAT SOUTH BAY SHOPPING CENTER 805 W MONTAUK HWY WEST BABYLON, NY	July 31, 2017
542 MONEYMAKER, HEIDI ADDRESS ON FILE	56748	PAYLESS INC.	INDEMNITY AGREEMENT GENERAL RELEASE FORM & ASSUMPTION OF RISK DATED 12/17/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
543 MONTGOMERY PLAZA PARTNERS LLC 100 SUN AVENUE NE SUITE #210 C/O GOODMAN REALTY GROUP ALBUQUERQUE, NM 87109	S# 3485	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3485) MONTGOMERY PLAZA 5011 MONTGOMERY BLVD NE ALBUQUERQUE, NM	July 31, 2017
544 MONTICELLO MARKETPLACE ASSOCIATES LLC 440 MONTICELLO AVENUE NORFOLK, VA 23510-2103	S# 124	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #124) MONTICELLO MARKETPLACE 4640 MONTICELLO AVE WILLIAMSBURG, VA	July 31, 2017
545 MORGAN STANLEY CAPITAL SERVICES 1585 BROADWAY 4TH FLOOR NEW YORK, NY 10036	56757	PAYLESS INC.	SERVICE CONTRACT 2002 MASTER AGREEMENT DATED 10/02/2013	Effective Date
546 MORGAN STANLEY CAPITAL SERVICES 1585 BROADWAY 4TH FLOOR NEW YORK, NY 10036	56760	PAYLESS INC.	SERVICE CONTRACT SWAP TRANSACTION REF. NO.: ER4SW DATED 01/31/2014	Effective Date
547 MORGAN STANLEY CAPITAL SERVICES 1585 BROADWAY 4TH FLOOR NEW YORK, NY 10036	56765	PAYLESS INC.	SERVICE CONTRACT SWAP TRANSACTION REF. NO.: ER4SX DATED 04/30/2014	Effective Date
548 MORGAN STANLEY CAPITAL SERVICES 1585 BROADWAY 4TH FLOOR NEW YORK, NY 10036	56767	PAYLESS INC.	SERVICE CONTRACT SWAP TRANSACTION REF. NO.: ER4TB DATED 04/30/2014	Effective Date
549 MR. VOYTEK MICHNICKI #07044 VOYTEK ENTERPRISES, LLC 1000 SAN GABRIEL BLVD, STE 107 ROSEMEAD, CA 91770	S# 7044	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #7044) 536 E MANCHESTER AVE LOS ANGELES, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
550 MUHA CONSTRUCTION, INC. D/B/A MIDWEST PAINTING 855 CONGRESS PARK DR. DAYTON, OH 45459	56804	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 04/29/2014	Effective Date
551 MULTI-MATERIAL BC 230-171 ESPLANDADE WEST NORTH VANCOUVER, V7M 3J9 CANADA	56812	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MEMBERSHIP AGREEMENT DATED 09/06/2013	Effective Date
552 MUZAK LLC 3318 LAKEMONT BLVD FORT MILL, SC 29708	56833	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT AMENDMENT NO. 2 TO MULTI TERRITORY ACCOUNT SERVICE AGREEMENT DATED 07/17/2003	Effective Date
553 NARDOZZI, MICHAEL J. ADDRESS ON FILE	56846	PAYLESS SHOESOURCE WORLDWIDE, INC.	IT CONTRACT SERVICES AGREEMENT DATED 05/26/2009	Effective Date
554 NASIR, MARY-JANE ADDRESS ON FILE	58796	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
555 NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE SUITE 200 EVANSTON, IL 60201-4897	56883	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 02/28/2013	Effective Date
556 NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE SUITE 200 EVANSTON, IL	56868	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 01/25/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
557 NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE, SUITE 200 EVANSTON, IL 60201	56862	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 01/04/2016	Effective Date
558 NATIONAL MERIT SCHOLARSHIP CORPORATION 1560 SHERMAN AVENUE, SUITE 200 EVANSTON, IL 60201	56891	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT NATIONAL MERIT SCHOLARSHIP DATED 01/04/2016	Effective Date
559 NEWELL, BRENT ADDRESS ON FILE	59158	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
560 NIKE INC ONE VOWERMAN DRIVE BEAVERTON, OR 97005	56566	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/20/2007	Effective Date
561 NIKE, INC ONE BOWERMAN DRIVE BEAVERTON, OR 97005	56571	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT DATED 12/28/2014	Effective Date
562 NISSAN NORTH AMERICAM INC. P.O. BOX 685001 FRANKLIN, TN 37068-5001	67916	PAYLESS SHOESOURCE, INC.	FLEET INCENTIVE AGREEMENT	Effective Date
563 NISSON FAMILY TRUST C/O M. DANA AND SONS 1340 CENTRE STREET SUITE 101 NEWTON, MA 02159	S# 4004	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4004) MATTAPAN SQUARE 1624 BLUE HILL AVE MATTAPAN, MA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
564 NMC ANAHEIM LLC 5850 CANOGA AVENUE SUITE 650 C/O NEWMARK MERRILL COMPANIES WOODLAND HILLS, CA 91367	S# 2148	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2148) E ANAHEIM SHOPPING CENTER 2236 E LINCOLN AVE ANAHEIM, CA	July 31, 2017
565 NMSC 1560 SHERMAN AVE SUITE 200 EVANSTON, IL 60201	56588	PAYLESS SHOESOURCE, INC.	JOINT VENTURE AGREEMENT DATED 01/03/2017	Effective Date
566 NOLEN, WILLIAM F. ADDRESS ON FILE	59159	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
567 NORDAHL MARKETPLACE LLC C/O NEWMARK MERRILL COMPANIES 5850 CANOGA AVENUE SUITE 650 WOODLAND HILLS, CA 91367	S# 4363	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4363) NORDAHL MARKETPLACE 751 CENTER DRIVE SAN MARCOS, CA	July 31, 2017
568 NORTH & CICERO DEVELOPMENT LLC 4104 N. HARLEM AVENUE C/O HARLEM IRVING COMPANIES INC. ATTN: G NORRIDGE, IL 60706	S# 6694	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6694) WASHINGTON SQUARE SC 4849 WEST NORTH AVE CHICAGO, IL	July 31, 2017
569 NORTH WADSWORTH LLC C/O OLD VINE PROPERTY GROUP 1459 S PEARL STREET DENVER, CO 80210	S# 3382	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3382) INDIAN VILLAGE SHOPPING CENTER 1615 E INDIAN SCHOOL RD STE E PHOENIX, AZ	July 31, 2017
570 NORTHGATE MALL ASSOCIATES 5800 NORTHGATE DRIVE MANAGEMENT OFFICE ATTN: CENTER MANAGER SAN RAFAEL, CA 94903	S# 3901	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3901) NORTHGATE MALL 5800 NORTHGATE MALL SAN RAFAEL, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
571 NORTHTOWN PROPERTY OWNER LLC 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	S# 4076	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4076) 3049 SHERIDAN DR BUFFALO, NY	July 31, 2017
572 OCEANGATE PROPERTY LLC 6300 WILSHIRE BLVD SUITE 1800 C/O THE ARBA GROUP LOS ANGELES, CA 90048	S# 4572	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4572) 14300 OCEAN GATE AVE HAWTHORNE, CA	July 31, 2017
573 OEC GROUP CARE OF DUSTY PORTER 500 ROSS STREET 154-0460 PITTSBURG, PA 15262-000	56688	PAYLESS SHOESOURCE, INC.	LOGISTICS CONTRACT APPLICATION FOR CREDIT DATED 08/15/2016	Effective Date
574 OFFICE DEPOT, INC 6600 NORTH MILITARY TRAIL BOCA RATON, FL 33496	56694	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER GROUP PURCHASING AGREEMENT DATED 11/01/2015	Effective Date
575 OFFICEMAX NORTH AMERICA, INC C/O OFFICE DEPOT, INC 6600 NORTH MILITARY TRAIL BOCA RATON, FL 33496	56698	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT FIRST AMENDMENT TO INSIGHT SOURCING GROUP OFFICE SUPPLIES CONSORTIUM PARTICIPATION AGREEMENT DATED 07/30/2016	Effective Date
576 OGLETREE, DEAKINS, NASH SMOAK & STEWART PO BOX 89 COLUMBIA, SC 29202	59275	PAYLESS SHOESOURCE, INC.	PROFESSIONAL SERVICES ENGAGEMENT LETTER	Effective Date
577 OKI DATA AMERICAS, INC. 2000 BISHOPS GATE BLVD MT. LAUREL, NJ 08054-4620	56725	PAYLESS SHOESOURCE, INC.	PURCHASE CONTRACT / PURCHASE ORDER PURCHASE AGREEMENT DATED 01/24/2005	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
578 ONE LIBERTY PROPERTIES INC. 60 CUTTER MILL ROAD SUITE 303 ATTN: LAWRENCE G RICKETTS GREAT NECK, NY 11021	S# 1530	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1530) 8824 RAINIER AVE S SEATTLE, WA	July 31, 2017
579 OPTIMEDIA INTERNATIONAL US, INC. 375 HUDSON STREET 7TH FLOOR NEW YORK, NY 10014	56743	PAYLESS SHOESOURCE WORLDWIDE, INC.	CONFIDENTIALITY AGREEMENT CONFIDENTIALITY AGREEMENT AND AUTHORIZATION TO RELEASE RECORDS DATED 03/31/2014	Effective Date
580 OPTIMEDIA INTERNATIONAL US, INC. 375 HUDSON STREET 7TH FLOOR NEW YORK, NY 10014	56747	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MEDIA SERVICES AGREEMENT DATED 05/01/2008	Effective Date
581 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56835	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ORDERING DOCUMENT	Effective Date
582 ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56829	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 12/05/2016	Effective Date
583 ORACLE AMERICA, INC. ATTENTION: DIRECTOR OF LEGAL AFFAIRS 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56813	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 12/03/2015 PLUS STATEMENTS OF WORK	Effective Date
584 ORACLE AMERICA, INC. GENERAL COUNSEL, LEGAL DEPARTMENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94086	56822	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER ORDERING DOCUMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
585 ORACLE AMERICA, INC. VICTORIA HUGH CLOUD DEAL MANAGEMENT REDWOOD SHORES, CA 94065	54851	PAYLESS SHOESOURCE, INC.	LETTER ACCEPTING TERMINATION OF ON DEMAND AGREEMENT DATED 07/22/2016	Effective Date
586 ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56784	PAYLESS SHOESOURCE WORLDWIDE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) NOTIFICATION OF ASSIGNMENT DATED 06/25/2010	Effective Date
587 ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56796	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT LICENSE AGREEMENT	Effective Date
588 ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56799	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT LICENSE VERIFICATION FORM DATED 12/15/2010	Effective Date
589 ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56806	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT ORDERING DOCUMENT DATED 05/29/2001	Effective Date
590 ORACLE 600 ORACLE PARKWAY REDWOOD SHORES, CA 94065	56809	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SUPPORT RENEWAL 251381 DATED 05/30/2003	Effective Date
591 ORASI SOFTWARE, INC. 114 TOWN PARK DRIVE SUITE 400 KENNESAW, GA 30144	56847	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER LETTER DATED 07/11/2013	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
592 ORASI SOFTWARE, INC. ATTN: CHRIS DITOTA 114 TOWN PARK DRIVE SUITE 240 KENNESAW, GA 30144	56854	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 05/14/2007 PLUS STATEMENTS OF WORK	Effective Date
593 ORASI SOFTWARE, INC. ATTN: CONTRACTS MANAGEMENT 114 TOWNPARK DRIVE SUITE 400 KENNESAW, GA 30144	56843	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 02/23/2015 PLUS STATEMENTS OF WORK	Effective Date
594 OSCAR GARCIA AND MARGARITA SUAREZ MENENDEZ LA NUEVA OPERA AVENUE ROOSEVELT 1116 PUERTO NUEVO, PR 00936	S# 4225	PAYLESS SHOESOURCE OF PUERTO RICO, INC.	LEASE AGREEMENT (STORE #4225) CALLE FORTALEZA 254 SAN JUAN, PR	July 31, 2017
595 OTR AN OHIO GENERAL PARTNERSHIP 8020 EAST SANTA ANA CANYON ROAD ANAHEIM, CA 92808	S# 4334	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4334) ANAHEIM HILLS FESTIVAL 8108 E SANTA ANA CANYON RD STE 162 ANAHEIM, CA	July 31, 2017
596 OTR 275 E BROAD STREET ATTN: DIRECTOR OF REAL ESTATE ASSETS COLUMBUS, OH 43215	S# 4127	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4127) CLAIREMONT TOWN SQUARE 3998 CLAIREMONT MESA BLVD SAN DIEGO, CA	July 31, 2017
597 P2J2 SHADLE ASSOCIATES LLC 225 W. MAIN SUITE 200 C/O HAWKINS EDWARDS SPOKANE, WA 99201	S# 4910	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4910) SHADLE SC 2401 W WELLESLEY AVE SPOKANE, WA	July 31, 2017
598 PAAKANEN, MARK ADDRESS ON FILE	56949	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
599 PACIFIC CASTLE GROVES LLC 2425 E CAMELBACK ROAD SUITE 750 C/O VESTAR PROPERTY MANAGEMENT PHOENIX, AZ 85016	S# 4455	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4455) THE GROVES SHOPPING CENTER 1320 W ELLIOT RD STE 112 TEMPE, AZ	July 31, 2017
600 PACOLET MILLIKEN ENTERPRISES INC 105 CORPORATE DRIVE SUITE A SPARTANBURG, SC 29303	S# 5776	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5776) LAWNDALE CROSSING 2601 LAWNDALE DR GREENSBORO, NC	July 31, 2017
601 PALLADIUM GROUP INCORPORATED 55 OLD BEDFORD ROAD LINCOLN, MA 01773	56555	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AGREEMENT DATED 09/19/2006	Effective Date
602 PARKER GREENFIELD LLC C/O STONE PROPERTIES GROUP LLC 60 HILLSIDE AVENUE MANHASSET, NY 11030	S# 3792	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3792) 42-01 BELL BLVD FLUSHING, NY	July 31, 2017
603 PARKRIDGE MAIN LLC C/O ARIZONA PARTNERS RETAIL INVESTMENT G 8300 NORTH HAYDEN ROAD SUITE A 200 SCOTTSDALE, AZ 85258	S# 2186	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2186) BUTTERFIELD STAGE SQUARE 700 N MAIN ST CORONA, CA	July 31, 2017
604 PASCALAR, CHARLES ADDRESS ON FILE	56591	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT AMENDS EMPLOYMENT AGREEMENT DATED 07/31/2013	Effective Date
605 PASCALAR, CHARLES ADDRESS ON FILE	56594	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT VP AT WILL EMPLOYMENT AGREEMENT DATED 06/06/2011	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
606 PASCALAR, CHARLES ADDRESS ON FILE	56597	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
607 PATTON, STEPHEN ADDRESS ON FILE	56622	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
608 PAUL BUTERA DBA BUTERA PROPERTIES 1590 ALGONQUIN RD #223 HOFFMAN ESTATES, IL 60192	S# 5566	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5566) CLOCKTOWER PLAZA 1C CLOCKTOWER PLAZA ELGIN, IL	July 31, 2017
609 PAYDAYPERX 536 S. WALL STREET SUITE 100 COLUMBUS, OH 43215	56631	PAYLESS SHOESOURCE, INC.	ADVERTISING CONTRACT PAYROLL ADVERTISING AGREEMENT DATED 06/02/2014	Effective Date
610 PAYLESS SHOES PTY LTD ACN 162 529 455 Unit R 10-16 South Street Rydalmere, 2116 AUSTRALIA	72372	PAYLESS INC.	DIRECTOR'S INDEMNITY DEED - MARK JEFFERY	Effective Date
611 PAYLESS SHOESOURCE (BVI) HOLDINGS, LTD. CRAIGMUIR CHAMBERS ROAD TOWN TORTOLA, VIRGIN ISLANDS	56781	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT ASSIGNMENT OF CLAIMS DATED 02/02/2003	Effective Date
612 PAYLESS SHOESOURCE AU HOLDINGS PTY LTD ACN Unit R 10-16 South Street Rydalmere, 2116 AUSTRALIA	72371	PAYLESS INC.	DIRECTOR'S INDEMNITY DEED - MARK JEFFERY	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
613 PAYLESS SHOESOURCE CANADA INC. 191 THE WEST MALL, SUITE 1000 ETOBICOKE, ON M9C 5K8 CANADA	56895	PAYLESS SHOESOURCE CANADA INC.	SERVICE CONTRACT MASTER CONSTRUCTION CONTRACT	Effective Date
614 PAYLESS SHOESOURCE CANADA LP 191 THE WEST MALL SUITE 915 ETOBICOKE, ON M9C 5K8 CANADA	56922	PAYLESS SHOESOURCE WORLDWIDE, INC.	TRADEMARK OR IP AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 02/28/2006	Effective Date
615 PAYLESS SHOESOURCE INTERNATIONAL LIMITED (SHENZHEN) 21F JINRUN BUILDING NO. 6019 SHENNAN ROAD FUTIAN DISTRICT SHENZHEN, CHINA	56746	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 01/24/2000	Effective Date
616 PAYLESS SHOESOURCE JAMAICA LIMITED 21 EAST STREET KINGSTON, JAMAICA	56762	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT INTERCOMPANY SERVICES AGREEMENT DATED 08/27/2010	Effective Date
617 PAYLESS SHOESOURCE OF TRINIDAD UNLIMITED ELEVEN ALBION COR. DERE & ALBION STREETS PORT OF SPAIN, TRINIDAD & TOBAGO	56876	PAYLESS SHOESOURCE WORLDWIDE, INC.	INTERCOMPANY AGREEMENT ASSIGNMENT OF CLAIMS DATED 02/02/2003	Effective Date
618 PAYLESS SHOESOURCE WORLDWIDE, INC. 3231 SE 6TH AVENUE TOPEKA, KS 66607	57028	PAYLESS SHOESOURCE CANADA LP	TRADEMARK OR IP AGREEMENT TRADEMARK LICENSE AGREEMENT DATED 02/28/2006	Effective Date
619 PBS ASSOCIATES LLC 650 S ORCAS STREET SUITE 210 SEATTLE, WA 98108	S# 3960	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3960) LAKEWOOD CROSSING 17020 TWIN LAKES AVENUE MARYSVILLE, WA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
620 PD PALMHURST LP C/O BARNETT INTERESTS INC 5700 LEGACY DRIVE SUITE 10 PLANO, TX 75024	S# 2673	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2673) PALMHURST SHOPPING CENTER 4324 NORTH CONWAY PALMHURST, TX	July 31, 2017
621 PENNOCK, SAMANTHA ADDRESS ON FILE	58703	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
622 PENTLAND CHAUSSURES LTD THE PENTLAND CENTER, LAKESIDE, SQUIRES LANE LONDON, UNITED KINGDOM	57197	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 01/30/2007	Effective Date
623 PENTLAND CHAUSSURES LTD THE PENTLAND CENTREM LAKESIDE,SQUIRES LANE, FINCHLEY LONDON, UNITED KINGDOM	57201	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/01/2007	Effective Date
624 PEOPLESOF USA, INC. 4305 HACIENDA DR. P.O. BOX 9085 PLEASANTON, CA 94566	57211	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT STATEMENT OF SERVICES #67 DATED 06/19/2003	Effective Date
625 PEOPLESOF, INC. 4305 HACIENDA DRIVE P.O. BOX 9085 PLEASANTON, CA 94566	57215	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE SUPPORT SERVICES TERMS AND CONDITIONS/SOFTWARE LICENSE AND SERVICES AGREEMENT DATED 05/23/1997 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
626 PERSONNEL RESOURCE MANAGEMENT 1526 W MELROSE STREET CHICAGO, IL 60657	57247	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) CONTINGENT PLACEMENT AGREEMENT DATED 08/14/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
627 PIERCE PROPERTY LIMITED PARTNERSHIP - C/O DORCHESTER BAY E.D.C. 594 COLUMBIA ROAD SUITE 302 ATTN: ANDY WAXMAN DIRECTOR OF REAL ESTAT DORCHESTER, MA 02125	S# 3664	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3664) UPHAMS CORNER 786 DUDLEY ST DORCHESTER, MA	July 31, 2017
628 PINETREE PARTNERS LLC PO BOX 141 LAUREL, MS 39441	S# 1251	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1251) PINETREE VILLAGE 2243 HIGHWAY 15 N LAUREL, MS	July 31, 2017
629 PIVOTAL 650 CALIFORNIA ST LLC 2425 E CAMELBACK ROAD SUITE 750 C/O VESTAR PROPERTY MANAGEMENT PHOENIX, AZ 85016	S# 2554	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2554) 1950 TULLY RD SAN JOSE, CA	July 31, 2017
630 PK I PLAZA 580 SC LP 3333 NEW HYDE PARK ROAD SUITE 100 C/O KIMCO REALTY CORPORATION - PO BOX 50 NEW HYDE PARK, NY 11042-0020	S# 4329	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4329) PLAZA 580 4304 LAS POSITAS RD LIVERMORE, CA	July 31, 2017
631 PK II ANAHEIM PLAZA LP 3333 NEW HYDE PARK ROAD C/O KIMCO REALTY CORPORATION NEW HYDE PARK, NY 11042	S# 4994	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4994) ANAHEIM PLAZA 470 N EUCLID STREET ANAHEIM, CA	July 31, 2017
632 PLAINFIELD COMMONS II LOT A LLC C/O CBRE AS AGENT 8500 KEYSTONE CROSSING SUITE 170 INDIANAPOLIS, IN 46240	S# 6303	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6303) PLAINFIELD COMMONS 2663 E MAIN ST PLAINFIELD, IN	July 31, 2017
633 PORON DIFFUSION, S.A. 18 RUE EMILE COUE 1000 TROYES, FRANCE	56967; 56970	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 03/15/2001	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
634 POWER & RAY L.L.C. 2425 EAST CAMELBACK ROAD SUITE 750 PHOENIX, AZ 85016	S# 5509	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5509) GILBERT GATEWAY TOWNE CENTER 5052 S POWER ROAD MESA, AZ	July 31, 2017
635 PRACTICING LAW INSTITUTE 1177 AVENUE OF THE AMERICAS NEW YORK, NY 10036	56990	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT CONFIRMATION OF AGREEMENT REACHED FOR MEMBERSHIP PROGRAM DATED 11/24/2015	Effective Date
636 PREMIER PERSONNEL, INC 2813 S.W. WANNAMAKER RD TOPEKA, KS 66614	56999	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 04/16/2014	Effective Date
637 PRIMESTOR 119 LLC C/O CBRE INC 8080 PARK LANE SUITE 800 DALLAS, TX 75231	S# 2396	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2396) MARSHFIELD PLAZA 11622 S MARSHFIELD AVENUE CHICAGO, IL	July 31, 2017
638 PRINCE OF ORANGE LLC 1190 INTERSTATE PARKWAY C/O HULL STOREY RETAIL GROUP AUGUSTA, GA 30909	S# 3031	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3031) PRINCE OF ORANGE MALL 2390 CHESTNUT ST NE ORANGEBURG, SC	July 31, 2017
639 PRINT PAYROLL SERVICES LLC 400 N. MICHIGAN AVE SUITE 1400 CHICAGO, IL 60611	57029	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT PAYROLL SERVICES AGREEMENT	Effective Date
640 PRINT PAYROLL SERVICES LLC 400 N. MICHIGAN AVE. SUITE 1400 CHICAGO, IL 60611	57023	PAYLESS SHOESOURCE WORLDWIDE, INC.	MARKETING AGREEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT DATED 01/22/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
641 PRINT PAYROLL SERVICES LLC 400 N. MICHIGAN AVE. SUITE 1400 CHICAGO, IL 60611	57032	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/21/2014	Effective Date
642 PROCHMANN, JOSE ADDRESS ON FILE	59138	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
643 PROSPECT PLAZA IMPROVEMENTS LLC C/O DLC MANAGEMENT CORP ATTN: GENERAL CO 580 WHITE PLAINS ROAD TARRYTOWN, NY 10591	S# 4305	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4305) PROSPECT AVENUE PLAZA 38 KANE STREET WEST HARTFORD, CT	July 31, 2017
644 PROVIDENCE RIDGE ASSOCIATES L.P. C/O HIGHLAND DEVELOPMENT GROUP LTD 310 YORKTOWN PLAZA ATTN: PETER ABRAMS & ELKINS PARK, PA 19027-1427	S# 5319	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5319) THE COURT OF UPPER PROVIDENCE 1836 E. RIDGE PIKE STE # 104 ROYERSFORD, PA	July 31, 2017
645 PRYOR, BRUCE ADDRESS ON FILE	57050	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
646 PURE WATER TECHNOLOGY, INC 1902 ORANGE TREE LANE, SUITE 180 REDLANDS, CA 92374	57118	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT PREMIUM SERVICE DATED 09/23/2014	Effective Date
647 PURE WATER TECHONOLGY PREMIUM SERVICE 1902 ORANGE TREE LANE, SUITE 180 REDLANDS, CA 92374	57123	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 09/23/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
648 PYRAMID MALL OF HADLEY NEWCO LLC THE CLINTON EXCHANGE 4 CLINTON SQUARE SYRACUSE, NY 13202-1078	S# 3439	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3439) HAMPSHIRE MALL 367 RUSSELL ST HADLEY, MA	July 31, 2017
649 QUANTISENSE PO Box 417411 BOSTON, MA 02241-7411	80108	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE MAINTENANCE AGREEMENT	Effective Date
650 QUEENS CENTER SPE LLC 90-15 QUEENS BOULEVARD MANAGEMENT OFFICE - ATTN: CENTER MANAGER ELMHURST, NY 11373	S# 5010	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5010) QUEENS CENTER MALL 9015 QUEENS BLVD ELMHURST, NY	July 31, 2017
651 RACKERS, CHRISTOPHER W. ADDRESS ON FILE	59046	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date
652 RACKERS, CHRISTOPHER W. ADDRESS ON FILE	59107	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT - TO REPURCHASE	Effective Date
653 RADIO CITY TRADEMARKS, LLC TWO PENNSYLVANIA PLAZA NEW YORK, NY 10121	57102	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/15/2005	Effective Date
654 RANCHO MALL LLC 50 PUBLIC SQUARE SUITE 700 C/O FOREST CITY MANAGEMENT CLEVELAND, OH 44113-2203	S# 4509	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4509) VICTORIA GARDENS 7901 KEW AVE RANCHO CUCAMONGA, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
655 RANDOLPH PLAZA II LLC 8300 NORTH HAYDEN ROAD SUITE A #200 C/O ARIZONA PARTNERS SCOTTSDALE, AZ 85258	S# 1039	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1039) 4140 E 22ND ST TUCSON, AZ	July 31, 2017
656 RD SMITHTOWN LLC 411 THEODORE FREMD AVENUE SUITE 300 C/O ACADIA REALTY TRUST- ATTN: LEGAL DEP RYE, NY 10580	S# 4072	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4072) VILLAGE COMMONS SC 62 E MAIN ST SMITHTOWN, NY	July 31, 2017
657 REBOOK INTERNATIONAL LIMITED MOOR LANE MILL LANCASTER LA, UNITED KINGDOM	57129	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT DATED 07/20/2004	Effective Date
658 REBOOK INTERNATIONAL LIMITED SILVERWELL STREET LANCASHIRE, UNITED KINGDOM	57134	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/02/1993	Effective Date
659 REBOOK INTERNATIONAL LTD 100 TECHNOLOGY CENTER DRIVE STOUGHTON, MA 02072	57137	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 02/02/1993	Effective Date
660 REBOOK INTERNATIONAL LTD 100 TECHNOLOGY CENTER DRIVE STOUGHTON, MA 02072	57142	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 06/10/1993	Effective Date
661 REBOOK INTERNATIONAL LTD 100 TECHNOLOGY CENTER DRIVE STOUGHTON, MA 02072-4705	57146; 57149	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/10/1999	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
662 RECON FOOTWEAR IMPORTER, INC. 1166 6TH AVENUE 4TH FLOOR NEW YORK, NY 10036	57154	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 08/01/2014	Effective Date
663 RECON FOOTWEAR IMPORTER, INC. 1166 6TH AVENUE 4TH FLOOR NEW YORK, NY 10036	57158	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT DATED 09/09/2014	Effective Date
664 RECON FOOTWEAR IMPORTERS, INC. 1166 6TH AVENUE 4TH FLOOR NEW YORK, NY 10036	57162	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 09/09/2014 PLUS AMENDMENTS	Effective Date
665 RECON FOOTWEAR, INC. 166 6TH AVE, 4TH FLOOR NEW YORK, NY 10036	57166	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 08/15/2014	Effective Date
666 REDHAWK TOWNE CENTER II LLC PO BOX 5020 C/O KIMCO REALTY CORP NEW HYDE PARK, NY 11042-0020	S# 3716	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3716) REDHAWK TOWN CENTER 32155 HWY 79 TEMECULA, CA	July 31, 2017
667 REGENCY CENTERS LP 121 WEST FORSYTH STREET SUITE 200 JACKSONVILLE, FL 32202	S# 4947	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4947) CHASEWOOD PLAZA 6380 INDIANTOWN RD JUPITER, FL	July 31, 2017
668 REGENCY CENTERS LP 2999 OAK ROAD SUITE #1000 WALNUT CREEK, CA 94597	S# 2841	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2841) SAN LEANDRO PLAZA 1299 WASHINGTON AVE SAN LEANDRO, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
669 REGENCY CENTERS LP 2999 OAK ROAD SUITE 1000 WALNUT CREEK, CA 94597	S# 556	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #556) WOODSIDE CENTRAL SC 2531 EL CAMINO REAL REDWOOD CITY, CA	July 31, 2017
670 RELIABLE PROPERTIES MANAGING COMPANY FOR ALPINE MEADOWS PROP 6399 WILSHIRE BLVD #604 LOS ANGELES, CA 90048-5709	S# 2733	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2733) 11825 HAWTHORNE BLVD HAWTHORNE, CA	July 31, 2017
671 RESPONSYS, INC. 900 CHERRY AVE 5TH FLOOR SAN BRUNO, CA 94008	57219	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AND ORDER FORM DATED 10/01/2008	Effective Date
672 RESPONSYS, INC. 900 CHERRY AVE 5TH FLOOR SAN BRUNO, CA 94008	57229	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT STATEMENT OF WORK DATED 04/26/2011	Effective Date
673 RESPONSYS, INC. 900 CHERRY AVENUE 5TH FLOOR SAN BRUNO, CA 94008	57222	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SUBSCRIPTION AGREEMENT DATED 02/29/2012 PLUS STATEMENTS OF WORK	Effective Date
674 RESPONSYS, INC. 900 CHERRY AVENUE, 5TH FLOOR SAN BRUNO, CA 94066	57232	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SUBSCRIPTION AGREEMENT DATED 02/27/2012	Effective Date
675 RESPONSYS, INC. DEPARTMENT 33273 P.O. BOX 39000 SAN FRANCISCO, CA 94139	57226	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ORDER FORM DATED 02/29/2012	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
676 RETAIL OPTIMIZATION, INC ATTN: MICHAEL T. DONAHUE 222 HATCHER CT. LOVELAND, OH 45140	57239	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT AMENDMENT TO RATE REDUCTION SERVICE AGREEMENT DATED 06/01/2011	Effective Date
677 RICOH USA, INC. 1516 W 17TH ST TEMPE, AZ 85281	57288	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM NUMBER 30 TO MASTER SERVICE AGREEMENT DATED 12/01/2012	Effective Date
678 RICOH USA, INC. 1516 W 17TH ST TEMPE, AZ 85281	57292	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM NUMBER 33 TO SERVICE ORDER ONE MASTER SERVICE AGREEMENT DATED 12/01/2012	Effective Date
679 RICOH USA, INC. 1516 W 17TH ST TEMPE, AZ 85281	57298	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM NUMBER 37 TO SERVICE ORDER ONE MASTER SERVICE AGREEMENT DATED 04/15/2016	Effective Date
680 RICOH USA, INC. 1516 W 17TH ST TEMPE, AZ 85281	57301	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ADDENDUM NUMBER THIRTY-FIVE TO SERVICE ORDER ONE MASTER SERVICE AGREEMENT. DATED 09/01/2015	Effective Date
681 RICOH USA, INC. 70 VALLEY STREAM PARKWAY MALVERN, PA 19355	57303	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM NUMBER THIRTY-FOUR SERVICE ORDER ONE MASTER SERVICE AGREEMENT DATED 09/01/2015	Effective Date
682 RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51659	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADDENDUM TO CAREER TRANSITION SERVICES AGREEMENT DATED 06/04/2015	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
683 RIGHT MANAGEMENT 7300 W. 110TH STREET, SUITE 800 OVERLAND PARK, KS 66210	51661	PAYLESS SHOESOURCE WORLDWIDE, INC.	ATTACHMENT B FEE MATRIX DATED 06/03/2015	Effective Date
684 RIO VISTA WEST LLC C/O WILLIAMS REAL ESTATE MANAGEMENT INC 3146 RED HILL AVENUE SUITE 150 COSTA MESA, CA 92626	S# 5664	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5664) RIVERVIEW WEST MARKETPLACE 701 S HARBOR BLVD SANTA ANA, CA	July 31, 2017
685 RIVER LIGHT V, L.P. 11 WEST 19TH STREET, 7TH FLOOR NEW YORK, NY 10011	57331	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 12/22/2009	Effective Date
686 RIVERDALE 2005 LLC 15600 WAYZATA BLVD SUITE 201 C/O HJ DEVELOPMENT WAYZATA, MN 55391	S# 3537	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3537) RIVERDALE CROSSING SHOPPING CENTER 12940 RIVERDALE DR NW STE 800 COON RAPIDS, MN	July 31, 2017
687 RIVERHILL ASSOCIATES 365 E CAMPBELL AVENUE CAMPBELL, CA 95008	S# 2590	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2590) RIVERHILL PLAZA 1010A BLOSSOM HILL RD SAN JOSE, CA	July 31, 2017
688 RIVERWALK CENTRE II - OKLAHOMA LLC 4711 WEST GOLF ROAD SUITE 1000 C/O AMERICAN ASSET MANAGEMENT SERVICES SKOKIE, IL 60076	S# 23	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #23) RIVERWALK CENTRE 2724 S TELEPHONE RD MOORE, OK	July 31, 2017
689 RLR ASSOCIATES LLC 3201 OLD ORCHARD ROAD SUITE 301 C/O SHINER MANAGEMENT GROUP INC WILMETTE, IL 60091	S# 1284	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1284) RIVERFRONT PLAZA 2657 N ELSTON CHICAGO, IL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
690 ROBERT AND REGINA RUDNICK 8975 VALHALLA DRIVE DBA 19300 S DIXIE HWY LLC DELRAY BEACH, FL 33446	S# 4678	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4678) 19400 S DIXIE HWY MIAMI, FL	July 31, 2017
691 ROEBUCK CROSSINGS LLC C/O SOUTHPACE PROPERTIES INC. 300 RICHARD ARRINGTON JR BLVD N SUITE 90 BIRMINGHAM, AL 35203	S# 1246	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1246) 9256 PARKWAY EAST SUITE A BIRMINGHAM, AL	July 31, 2017
692 ROIC SANTA ANA LLC 8905 TOWNE CENTRE DRIVE SAN DIEGO, CA 92122	S# 1011	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1011) SANTA ANA DWNTWN PLAZA 407 E 1ST ST STE 2A SANTA ANA, CA	July 31, 2017
693 ROLEX PROPERTIES LLC PO BOX 833009 C/O QUINE & ASSOCIATES INC RICHARDSON, TX 75083-3009	S# 40	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #40) 3310 MANSFIELD HWY FORT WORTH, TX	July 31, 2017
694 RONALD M. ISRAEL 3 KITE HILL ROAD SANTA CRUZ, CA 95060	S# 10	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #10) SUNLAND PLAZA 725 SUNLAND PARK DR EL PASO, TX	July 31, 2017
695 RONBET 437 LLC 9 EAST 40TH STREET; 8TH FLOOR JOSEPH P DAY REALTY CORP AGENT NEW YORK, NY 10016	S# 2788	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2788) 437 5TH AVE NEW YORK, NY	July 31, 2017
696 ROSEFF LLC 185 NW SPANISH RIVER BLVD SUITE 100 C/O KIN PROPERTIES INC BOCA RATON, FL 33431	S# 2145	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2145) 6096 BROADWAY MERRILLVILLE, IN	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
697 ROSENKILDE, ANDY W. ADDRESS ON FILE	58804	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
698 ROY L MARTIN & ASSOCIATES LTD 15303 HUEBNER ROAD BLDG #6 SAN ANTONIO, TX 78248	S# 672	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #672) UVALDE RETAIL CENTER 3030 E MAIN ST UVALDE, TX	July 31, 2017
699 RUSHING FAMILY FOUNDATION INC. 2737 82ND ST. LUBBOCK, TX 79423	S# 2140	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2140) 1064 FM 802 BROWNSVILLE, TX	July 31, 2017
700 RYBAR/MODESTO ASSOCIATES LLC 15200 SUNSET BLVD SUITE 204 C/O RYAN/KALOF COMMERCIAL REAL ESTATE PACIFIC PALISADES, CA 90272	S# 1014	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1014) 2601 OAKDALE RD STE A MODESTO, CA	July 31, 2017
701 SAFECO INSURANCE COMPANY OF AMERICA (LIBERTY) C/O LIBERTY MUTUAL SURETY - COMMERCIAL ATTN: NINA M. DURANTE SAFECO PLAZA P.O. BOX 34526 SEATTLE, WA 98124-1526	51690	PAYLESS SHOESOURCE, INC.	SURETY BOND NUMBER 5935214 FOR THE BENEFIT OF CALIFORNIA DEPT. OF MOTOR VEHICLES	Effective Date
702 SAND CREEK CROSSING LLC C/O COLLIERS PARRISH 1850 MT DIABLO BLVD SUITE 200 WALNUT CREEK, CA 94596	S# 1558	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1558) SAND CREEK CROSSING 2440 SAND CREEK ROAD BRENTWOOD, CA	July 31, 2017
703 SANDERSON J RAY-BIG RSM LLC 4667 MACARTHUR BLVD SUITE 420 C/O SANDERSON J RAY PROPERTY MANAGEMENT; NEWPORT BEACH, CA 92660	S# 4881	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4881) SANTA MARGARITA TOWN CTR 30606 SANTA MARGARITA PKWY RANCHO SANTA MARGARI, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
704 SARAH DAVIS 457 WEST BIRCH AVENUE CLOVIS, CA 93611	S# 2515	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2515) 1045 WILSON WAY STOCKTON, CA	July 31, 2017
705 SC DENTON TOWN CENTER LLC C/O WESTWOOD FINANCIAL CORPORATION; ATTN 5500 GREENVILLE AVENUE SUITE 602 DALLAS, TX 75206	S# 2301	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2301) DENTON TOWN CROSSING 1719 S LOOP 288 DENTON, TX	July 31, 2017
706 SCHMITZ PROPERTIES INC. 801 BRICKELL AVENUE SUITE 900 ATTN: MR JOHN W SCHMITZ MIAMI, FL 33131-2979	S# 4140	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4140) 835 W MAIN ST LEWISVILLE, TX	July 31, 2017
707 SCHWINDLE, MICHAEL ADDRESS ON FILE	58824	PAYLESS INC.	EMPLOYMENT AGREEMENT MANAGEMENT INCENTIVE UNIT GRANT	Effective Date
708 SCHWINDLE, MICHAEL ADDRESS ON FILE	57640	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016 PLUS AMENDMENTS	Effective Date
709 SCP-CC HERITAGE CROSSING LLC C/O COLLETT & ASSOCIATES LLC PO BOX 36799 CHARLOTTE, NC 28236-6799	S# 4816	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4816) HERITAGE CROSSING 3401 RALEIGH ROAD PKWY W STE 1 B WILSON, NC	July 31, 2017
710 SE2, INC. 5801 SIXTH AVENUE TOPEKA, KS 66636	51617	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE SERVICES DATED 3/14/2011	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
711 SECUNIA INC. 3033 EXCELSIOR BOULEVARD SUITE 420 MINNEAPOLIS, MN 55418	57657	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT PURCHASE AGREEMENT DATED 03/31/2015	Effective Date
712 SECURITAS 3401 SW HARRISON, SUITE 103 TOPEKA, KS 66611	49246	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGREEMENT TO PROVIDE SECURITY GUARD - CORP DATED 12/18/2003	Effective Date
713 SEDGHIAN FAMILY TRUST C/O WESTRIDGE COMMERCIAL INC 23101 MOULTON PARKWAY SUITE 210 LAGUNA HILLS, CA 92653	S# 3403	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3403) 9842 ADAMS SUITE 101 HUNTINGTON BEACH, CA	July 31, 2017
714 SENDER, TAMRA ADDRESS ON FILE	59160	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
715 SERENA SOFTWARE, INC 500 AIRPORT BLVD. 2ND FLOOR BURUNGAME, CA 94010	57665	PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE SCHEDULE DATED 12/11/2000	Effective Date
716 SERVICE EXPRESS, INC P.O. BOX 170697 SPARTANBURG, SC 29301	57671	PAYLESS SHOESOURCE, INC.	FREIGHT SERVICES AGREEMENT ASSIGNMENT OF POOL POINT SERVICE AGREEMENT DATED 09/08/2008	Effective Date
717 SEVERANCE REALTY LLC C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK, NY 11021	S# 2545	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2545) SEVERANCE TOWN CENTER 3534 MAYFIELD RD CLEVELAND HEIGHTS, OH	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
718 SHAFFER, ANASTACIA ADDRESS ON FILE	59106	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
719 SHI INTERNATIONAL CORP 290 DAVIDSON AVENUE ATTN: CONTRACTS SOMERSET, NJ 08873	72263	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 9/10/2015	Effective Date
720 SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57578	PAYLESS SHOESOURCE WORLDWIDE, INC.	LEASE: BUILDING AND LAND LEASE DATED 02/02/2003	Effective Date
721 SHOE SOURCING, INC. 3231 SE SIXTH AVENUE TOPEKA, KS 66607	57585; 57586	PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSING AND CONSENT AGREEMENT DATED 04/25/2000	Effective Date
722 SHOPKICK, INC. SHOPKICK, INC. 900 MIDDLEFIELD ROAD REDWOOD CITY, CA 94063	57606	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 05/10/2016	Effective Date
723 SHOPS AT SUN RANCH LLC 5975 S QUEBEC STREET SUITE 141 C/O OAKS REALTY PARTNERS INC GREENWOOD VILLAGE, CO 80111	S# 2268	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2268) 2270 MAIN STREET NW SUITE F LOS LUNAS, NM	July 31, 2017
724 SHUTTERSTOCK, INC. DBA WEBDAM 1730 S. AMPHLETT BLVD. SUITE 320 SAN MATEO, CA 94402	57652	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT MASTER SERVICES AGREEMENT DATED 09/30/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
725 SILVERMINE INVESTMENTS C/O WEIGAND - OMEGA MANAGEMENT INC 333 S BROADWAY SUITE #105 WICHITA, KS 67202-4325	S# 83	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #83) 2570 S BROADWAY ST SUITE 114 WICHITA, KS	July 31, 2017
726 SIMEIO SOLUTIONS, LLC ATTN: DOUG GUESS, CFO 55 IVAN ALLEN JR. BLVD STE 350 ATLANTA, GA 30308	57673	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROFESSIONAL SERVICE CONTRACT (& TEMPS) MASTER PROFESSIONAL SERVICES AGREEMENT DATED 03/31/2017	Effective Date
727 SIMPLEXGRINNELL 11019 STRANG LINERD LENEXA, KS 66215	49265	PAYLESS SHOESOURCE WORLDWIDE, INC.	PROPOSAL AND SERVICE AGREEMENT DATED 2/29/2016	Effective Date
728 SIX CONTINENTS HOTELS, INC. THREE RAVINIA DR. STE. 100 ATLANTA, GA 30346-2102	57728	PAYLESS SHOESOURCE WORLDWIDE, INC.	CUSTOMER AGREEMENT IHG MID-MARKET ACCOUNT PROGRAM AGREEMENT DATED 05/16/2014 PLUS AMENDMENTS	Effective Date
729 SIX CONTINENTS HOTELS, INC. THREE RAVINIA DR. STE. 100 ATLANTA, GA 30346-2102	57731	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT IHG MID MARKET AGREEMENT DATED 04/29/2014	Effective Date
730 SIX CONTINENTS HOTELS, INC. THREE RAVINIA DR. STE. 100 ATLANTA, GA 30346-2102	57734	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT IHG MID-MARKET ACCOUNT PROGRAM AGREEMENT DATED 03/20/2014	Effective Date
731 SKECHERS USA, INC 228 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57384	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/22/2006	Effective Date

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COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
732 SKECHERS USA, INC 28 MANHATTAN BEACH BOULEVARD MANHATTAN, CA 90266	57743	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT CONFIDENTIAL SETTLEMENT COMMUNICATION DATED 11/09/2001	Effective Date
733 SKECHERS USA, INC. II 228 MANHATTAN BEACH BLVD MANHATTAN, CA 90266	57417	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/22/2006	Effective Date
734 SKECHERS USA, INC. 228 MANHATTAN BEACH BLVD, SUITE 200 MANHATTAN, CA 90266	57414	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 03/14/2000	Effective Date
735 SKY 2 C INC 15405 TOMBALL PARKWAY HOUSTON, TX 77086	S# 5111	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5111) KATY SHOPPING CENTER 2001 KATY MILLS BLVD SUITE Q KATY, TX	July 31, 2017
736 SKYWORD INC. SKYWORD INC. ATTN: CHIEF FINANCIAL OFFICER 25 THOMSON PLACE BOSTON, MA 02210	57437	PAYLESS SHOESOURCE WORLDWIDE, INC.	LICENSING AGREEMENT (PLATFORM AND SERVICES TERMS AND CONDITIONS AND PLATFORM ORDER FORM) DATED 09/19/2014	Effective Date
737 SM 101 TWO LLC ATTN: LEASE ADMINISTRATION 2925 BRISTOL STREET COSTA MESA, CA 92626-5991	S# 3442	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3442) CROSSROADS AT SANTA MARIA 2162 S BRADLEY RD SANTA MARIA, CA	July 31, 2017
738 SMARTERHQ, INC. 9102 N. MERIDIAN STREET SUITE 415 INDIANAPOLIS, IN 46260	57447	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT MUTUAL NONDISCLOSURE AGREEMENT DATED 07/28/2016	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
739 SMITH THIMM & ASSOCIATES, LTD. ATTN: EDWARD THIMM 89 ROSELAWN AVENUE TORONTO, ON M4R 1E7 CANADA	57453	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT SERVICES AGREEMENT	Effective Date
740 SMITH, MICHAEL ADDRESS ON FILE	57461	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT VP AGREEMENT DATED 01/06/2013 PLUS AMENDMENTS	Effective Date
741 SOCIALBAKERS POD VSEMI SVATYMI 427/17 SEVERN PREDMESTI 301 00 PLZEN, CZECH REPUBLIC	57484	PAYLESS SHOESOURCE WORLDWIDE, INC.	ADVERTISING CONTRACT TERMS AND CONDITIONS DATED 02/28/2015	Effective Date
742 SOCIALBAKERS POD VSEMI SVATYMI 427/17 SEVERN PREDMESTI 301 00 PLZEN, CZECH REPUBLIC	57488	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER BINDING ORDER & ACCEPTANCE DATED 08/01/2016	Effective Date
743 SOL PLAZA I LTD. 5720 LBJ FREEWAY SUITE 490 DALLAS, TX 75240	S# 2532	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2532) FIESTA CENTER 933 E IRVING BLVD IRVING, TX	July 31, 2017
744 SONORA 3 LLC C/O BLR COMMERCIAL REAL ESTATE INC 2423 WEST MARCH LANE SUITE 202 STOCKTON, CA 95207	S# 5233	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5233) SONORA CROSSROADS 1215 SANGUINETTI ROAD SONORA, CA	July 31, 2017
745 SOONER TOWN CENTER LLC 1111 METROPOLITAN AVENUE SUITE 700 C/O COLLETT & ASSOCIATES CHARLOTTE, NC 28204	S# 21	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #21) TOWN CENTER PLAZA 7201 SE 29TH ST STE 210 MIDWEST CITY, OK	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
746 SPARK::RED 22535 NE 98TH PLACE REDMOND, WA 98053	57567	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 01/10/2011 PLUS STATEMENTS OF WORK	Effective Date
747 SPECTRUM BAGS ING 12850 MIDWAY PLACE CERRITOS, CA 90703	57579	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/01/2011	Effective Date
748 SPECTRUM BAGS, INC. 12850 MIDWAY PLACE CERRITOS, CA 90703	57588	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 08/01/2011 PLUS AMENDMENTS	Effective Date
749 SPEEDWAY LLC C/O REAL ESTATE DEPARTMENT 539 S MAIN STREET FINDLAY, OH 45840	S# 4469	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4469) 500 HIGHWAY 46 S DICKSON, TN	July 31, 2017
750 SPENCER, JANEINE ADDRESS ON FILE	59013	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date
751 SPEAR INVESTMENTS LLC 200 EAST CARRILLO SUITE 200 C/O INVESTEC REAL ESTATE SANTA BARBARA, CA 93101	S# 3250	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3250) CAMARILLO TOWN CENTER 309 W VENTURA BLVD CAMARILLO, CA	July 31, 2017
752 SPIRIT MT BROADVIEW IL LLC 16767 NORTH PERIMETER DRIVE SUITE 210 C/O SPIRIT REALTY CAPITAL INC; ATTN: POR SCOTTSDALE, AZ 85260	S# 2630	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2630) BROADVIEW VILLAGE SQUARE SC 102 BROADVIEW VILLAGE SQUARE SC BROADVIEW, IL	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
753 SPP CORP JACK W. DAVIS LLC ALBERT W. KRASNOFF LLC MCPHEE HOLDINGS LLC C/O LA JOLLA PACIFIC DEVELOPMENT GROUP I 3555 FIFTH AVENUE SUITE 100 SAN DIEGO, CA 92103	S# 2770	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2770) SOUTHLAND PLAZA 585 SATURN BLVD SAN DIEGO, CA	July 31, 2017
754 STAFFMARK HOLDINGS 435 ELM STREET CINCINNATI, OH 45202	57620	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT DATED 06/21/2013	Effective Date
755 STAFFMARK HOLDINGS, INC. 435 ELM STREET CINCINNATI, OH 45202	51655	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER TEMPORARY SERVICES AGREEMENT DATED 04/01/2014	Effective Date
756 STAFFMARK INVESTMENT, LLC 435 ELM STREET CINCINNATI, OH 45202	57632	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 10/08/2007	Effective Date
757 STAFFORD MARKETPLACE LLC C/O KIMCO REALTY MID-ATLANTIC REGION 3333 NEW HYDE PARK ROAD SUITE 100 NEW HYDE PARK, NY 11042	S# 5331	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5331) 1150 STAFFORD MARKET PLACE SUITE 107 STAFFORD, VA	July 31, 2017
758 STAR CONSULTANTS LLC PO BOX 0616 TOPEKA, KS 66601-0616	72275	PAYLESS SHOESOURCE WORLDWIDE, INC.	MASTER SERVICES AGREEMENT DATED 06/12/2015	Effective Date
759 STAR CONSULTANTS LLC PO BOX 0616 TOPEKA, KS 66601-0616	72280	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOW DB2 DATABASE ASSISTANCE	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
760 STAR CONSULTANTS LLC PO BOX 0616 TOPEKA, KS 66601-0616	72278	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK	Effective Date
761 STARMAN, CHAMBERS, KRYSTAL ADDRESS ON FILE	59029	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
762 STARON, SUZIE ADDRESS ON FILE	58816	PAYLESS SHOESOURCE CANADA INC.	EMPLOYMENT AGREEMENT CANADA EMPLOYMENT AGREEMENT	Effective Date
763 STEGER DUNHILL LLC 3100 MONTICELLO SUITE 300 DALLAS, TX 75205	S# 5528	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5528) STEGERTOWN CROSSING 824 STEGER TOWN DR ROCKWALL, TX	July 31, 2017
764 STEINHARDT, MICHAEL ADDRESS ON FILE	58820	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
765 STITCH & COUTURE, INC. D/B/A LELA ROSE LELA ROSE 224 WEST 30TH ST. 13TH FLOOR NEW YORK, NY 10001	57653	PAYLESS SHOESOURCE WORLDWIDE, INC.	MARKETING AGREEMENT	Effective Date
766 STITCH & COUTURE, INC. D/B/A LELA ROSE LELA ROSE 224 WEST 30TH ST. 13TH FLOOR NEW YORK, NY 10001	57658	PAYLESS SHOESOURCE WORLDWIDE, INC.	MARKETING AGREEMENT DATED 04/02/2012	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
767 STONY ISLAND LLC 801 GRAND AVENUE ATTN: CENTRAL STATES EQ C/O PRINCIPAL REAL ESTATE INVESTORS DES MOINES, IA 50392	S# 1688	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1688) STONY ISLAND PLAZA 1625 E 95TH ST CHICAGO, IL	July 31, 2017
768 STRIDE RITE CHILDRENS GROUP LLC- ATTN: PRESIDENT 191 SPRING STREET LEXINGTON, MA 02421	57670	PAYLESS SHOESOURCE DISTRIBUTION, INC.	LEASE: BUILDING AND LAND SUBLEASE AGREEMENT DATED 10/09/2012	Effective Date
769 STUDENT PRICE CARD LTD. 399 EDGELEY DRIVE UNIT 1 VAUGHAN, ON L4K 5Z4 CANADA	57685	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT AMENDMENT NO. 1 TO DISTRIBUTION AGREEMENT DATED 03/15/2017	Effective Date
770 STUDENT PRICE CARD LTD. 399 EDGELEY DRIVE UNIT 1 VAUGHAN, ON L4K 5Z4 CANADA	57689	PAYLESS SHOESOURCE CANADA LP	SERVICE CONTRACT AMENDMENT NO. 1 TO LOYALTY SERVICE AGREEMENT DATED 03/15/2017	Effective Date
771 SUN LIFE ASSURANCE CO OF CANADA ATTN: JOHN MULVIHILL ONE SUN LIFE PARK WELLESLEY HILLS, MA 02484	S# 6227	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6227) BROAD STREET PLAZA EAST 8126 EAST BROAD STREET REYNOLDSBURG, OH	July 31, 2017
772 SUSAN BALDINI 1335 MARIPOSA STREET #7 SAN FRANCISCO, CA 94107	S# 4563	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4563) WALMART SUBDIVISION 4524 E HWY 83 RIO GRANDE CITY, TX	July 31, 2017
773 SUSU DEVELOPERS C/O S.L. NUSBAUM REALTY COMPANY P.O. BOX 2491 NORFOLK, VA 23501	S# 3199	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3199) HILLTOP NORTH SHOPPING CENTER 751 HILLTOP NORTH SHOPPING CENTER VIRGINIA BEACH, VA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
774 SVF KENDALL MIAMI LLC 801 NORTH BRAND BLVD SUITE 800 C/O AMERICAN REALTY ADVISORS GLENDALE, CA 91203	S# 3662	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3662) 8811 SW 107TH AVE MIAMI, FL	July 31, 2017
775 SYLVANIA LIGHTING SERVICES CORPORATION 100 ENDICOTT STREET DANVERS, MA 01923	57737	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT WORK ORDER DATED 01/04/2008	Effective Date
776 SYLVANIA LIGHTING SERVICES CORPORATION 100 ENDICOTT STREET DANVERS, MA 01923	57741	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT MASTER SERVICES AGREEMENT DATED 03/01/2008	Effective Date
777 SYLVANIA LIGHTING SERVICES CORPORATION 100 ENDICOTT STREET DENVER, MA 01923	57733	PAYLESS SHOESOURCE, INC.	VENDOR AGREEMENT MASTER SERVICES AGREEMENT DATED 03/01/2008	Effective Date
778 TANGO ANALYTICS, LLC C/O PRANAV TYAGI 6225 N. STATE HIGHWAY 161 STE. 300 IRVING, TX 75038-2224	57498	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SOFTWARE AS A SERVICE AGREEMENT DATED 08/18/2011 PLUS AMENDMENTS	Effective Date
779 TANGO ANALYTICS, LLC 6225 N. STATE HIGHWAY 161 SUITE 300 IRVING, TX 75038-2224	49261	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT DATED 12/31/2014	Effective Date
780 TARGET STORES, A DIVISION OF DAYTON HUDSON CORPORATION 33 SOUTH 6TH ST MINNEAPOLIS, MN 55402	57524	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/27/1997	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
781 TAXWARE INTERNATIONAL, INC. 27 CONGRESS STREET SALEM, MA 01970	57545	PAYLESS SHOESOURCE, INC.	LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/27/1999	Effective Date
782 TAXWARE INTERNATIONAL, INC. 27 CONGRESS STREET SALEM, MA 01970	57548; 57551; 57553; 57555; 57558; 57561	EASTBOROUGH, INC.; PAYLESS INC.; PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE MERCHANDISING, INC.; PAYLESS SHOESOURCE WORLDWIDE, INC.; PAYLESS SHOESOURCE, INC.	SOFTWARE LICENSING AGREEMENT LICENSE AGREEMENT DATED 04/02/1999	Effective Date
783 TC LIT PALMS, LLC C/O ING CLARION PARTNERS ATTN: JAMES C. HENDRICKS 3141 HOOD ST, STE 700 DALLAS, TX 75219	57564; 57569	PAYLESS SHOESOURCE DISTRIBUTION, INC.; PAYLESS SHOESOURCE, INC.	LEASE: BUILDING AND LAND LEASE AGREEMENT DATED 10/05/2006 PLUS AMENDMENTS	Effective Date
784 TCP LA PARTNERS LP 500 N AKARD STREET SUITE 3240 DALLAS, TX 75201	S# 5422	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5422) TOWN PLAZA SC 1784 SOUTH 5TH LEESVILLE, LA	July 31, 2017
785 TECHNIQUE PROPERTIES LLC PO BOX 4010 JACKSON, MI 49204	S# 6207	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6207) 3210 E MICHIGAN AVENUE JACKSON, MI	July 31, 2017
786 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	51648	PAYLESS SHOESOURCE WORLDWIDE, INC.	AMENDED AND RESTATED MASTER SERVICES AGREEMENT DATED 03/01/2007	Effective Date
787 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	51653	PAYLESS SHOESOURCE WORLDWIDE, INC.	EXHIBIT A DATED 12/03/2008	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
788 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	57617	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 12/03/2008 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
789 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	51650	PAYLESS SHOESOURCE WORLDWIDE, INC.	STAFFING SERVICES AGREEMENT DATED 04/06/2007	Effective Date
790 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	51647	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK DATED 06/29/2009	Effective Date
791 TEK SYSTEMS INC 7285 W. 132 ST., SUITE 140 OVERLAND PARK, KS 66213	51652	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK DATED 12/15/2011	Effective Date
792 TEKSOLUTIONS INC. 2920 ROE LANE BUILDING R KANSAS CITY, KS 66103	51649	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT DATED 01/21/2009	Effective Date
793 TEKSOLUTIONS INC. 2920 ROE LANE BUILDING R KANSAS CITY, KS 66103	51651	PAYLESS SHOESOURCE WORLDWIDE, INC.	STATEMENT OF WORK DATED 10/31/2011	Effective Date
794 TERRAMAR RETAIL CENTERS LLC & TRC MM LLC 13502 WHITTIER BLVD SUITE Q WHITTIER, CA 90605	S# 3390	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3390) THE QUAD AT WHITTIER 13522 WHITTIER BLVD WHITTIER, CA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
795 TESSENDORF, REX ADDRESS ON FILE	57672	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
796 TG ARLINGTON SC LLC 1000 W WILSHIRE BLVD SUITE 300 NICHOLS HILLS, OK 73116	S# 740	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #740) ARLINGTON CENTER 820 ARLINGTON CTR ADA, OK	July 31, 2017
797 THE COBBLER'S KITCHEN, INC. 1166 AVENUE OF THE AMERICAN 4TH FLOOR NEW YORK, NY 10036	57691	PAYLESS SHOESOURCE WORLDWIDE, INC.	AGENCY AGREEMENT BUYING AGENT AGREEMENT	Effective Date
798 THE COLONIES-PACIFIC LLC C/O PACIFIC DEVELOPMENT GROUP II ONE CORPORATE PLAZA 2ND FLOOR NEWPORT BEACH, CA 92660	S# 2995	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2995) COLONIES CROSSROADS 1895 NORTH CAMPUS AVE UPLAND, CA	July 31, 2017
799 THE COMPLETE LOGISTICS COMPANY 1670 S ETIWANDA ONTARIO, CA 91761	57695	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICE LEVEL AGREEMENT DATED 12/05/2011 PLUS AMENDMENTS	Effective Date
800 THE HARTFORD GROUP BENEFITS DIVISION, CUSTOMER SERVICE P.O. BOX 2999 HARTFORD, CT 06104-2999	57722	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYEE BENEFIT PLANS RATE CONFIRMATION DATED 01/01/2010	Effective Date
801 THE HARTFORD GROUP BENEFITS DIVISION, CUSTOMER SERVICE P.O. BOX 2999 HARTFORD, CT 06104-2999	57725	PAYLESS SHOESOURCE WORLDWIDE, INC.	SECRECY AGREEMENT TAX SERVICE AGREEMENT DATED 01/01/2009	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
802 THE KEDS CORPORATION SR HOLDINGS, LLC 500 TOTTEN POND ROAD WALTHAM, MA 02451	57750	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 04/18/1994	Effective Date
803 THE ROCKPORT COMPANY, INC 220 DONALD LYNCH BLVD MARLBORO, MA 01752	57768	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 08/26/1997	Effective Date
804 THE ROCKPORT COMPANY, INC 220 DONALD LYNCH BLVD MARLBORO, MA 01752	57773	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 03/20/1995	Effective Date
805 THE ROCKPORT COMPANY, INC 220 DONALD LYNCH BLVD MARLBORO, MA 01752	72341	PAYLESS SHOESOURCE, INC.	SETTLEMENT AGREEMENT	Effective Date
806 THE STOP & SHOP SUPERMARKET COMPANY LLC ATTN: SR. VP RE DEVELOPMENT 1385 HANCOCK STREET QUINCY, MA 02169	S# 2627	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2627) 3122 FARRINGTON ST FLUSHING, NY	July 31, 2017
807 THF MAPLEWOOD SHOPS DEVELOPMENT L.L.C. C/O TKG MANAGEMENT INC. 211 N STADIUM BLVD SUITE 201 COLOMBIA, MO 65203	S# 4573	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4573) MAPLEWOOD COMMONS 2015 MAPLEWOOD COMMONS DR MAPLEWOOD, MO	July 31, 2017
808 THOMAS P. AND HILLARY SIMS 340 CALLE LIPPIZANA GOLETA, CA 93117	57701	COLLECTIVE LICENSING INTERNATIONAL, LLC	AGENCY AGREEMENT EXCLUSIVE AGENCY LETTER AMENDMENT DATED 05/05/2008 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
809 THOMAS VENTURES LLC P.O. BOX 99342 LOUISVILLE, KY 40299	S# 3088	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3088) DIXIE PLAZA 5352 DIXIE HWY LOUISVILLE, KY	July 31, 2017
810 THORNDIKE PROPERTIES INC. 1021 ASHLAND ROAD #1405 C/O RAUL WALTERS PROPERTIES COLUMBIA, MO 65201-7595	S# 2258	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2258) VICTORY VILLAGE CENTER 280 E LAKE MEADE DR HENDERSON, NV	July 31, 2017
811 TIBCO SOFTWARE, INC. 3303 HILLVIEW AVE PALO ALTO, CA 94304	57752	PAYLESS SHOESOURCE WORLDWIDE, INC.	SOFTWARE LICENSING AGREEMENT SOFTWARE LICENSE AND SERVICES AGREEMENT DATED 10/23/2006 PLUS AMENDMENTS	Effective Date
812 TIETJEN, LAURIE ADDRESS ON FILE	59048	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date
813 TIN INC. D/B/A TEMPLE_INLAND 1300 S.MOPAC EXPRESSWAY 3RD FLOOR AUSTIN, TX 78746	57774	PAYLESS SHOESOURCE WORLDWIDE, INC.	SALES CONTRACT/TRADE AGREEMENT SUPPLY AGREEMENT DATED 05/30/2008	Effective Date
814 TNS 65 OAKWOOD ROAD LAKE ZURICH, IL 60047	57796	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT 2014 STATEMENT OF WORK TNS DATED 02/10/2014	Effective Date
815 TNS 65 OAKWOOD ROAD LAKE ZURICH, IL 60047	57800	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT 2014 STATEMENT OF WORK TNS DATED 07/07/2014	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
816 TOBINA LLC JAMES AND YOON KANG 13337 SOUTH STREET #241 CERRITOS, CA 90703	S# 2715	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2715) FAIRINGTON CENTRE 5445 FAIRINGTON RD LITHONIA, GA	July 31, 2017
817 TOWN CENTER MALL L.P. 4200 SOUTH FREEWAY SUITE 2500 ATTN: GENERAL MANAGER FORT WORTH, TX 76115	S# 1923	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1923) LA GRAN PLAZA DE FORT WORTH 4200 SOUTH FREEWAY FORT WORTH, TX	July 31, 2017
818 TOWN CONNECTION SRL CUYO 2260, MARTINZES BUENOS AIRES, 1640 ARGENTINA	57856	COLLECTIVE LICENSING INTERNATIONAL, LLC	LICENSING AGREEMENT LICENSE AGREEMENT DATED 11/01/2009	Effective Date
819 TRAHWEN LLC 7978 COOPER CREEK BLVD SUITE 100 C/O BENDERSON DEVEL CO LLC; ATTN: LEGAL UNIVERSITY PARK, FL 34201	S# 5132	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5132) 4793 COMMERCIAL DRIVE BLDG 2 NEW HARTFORD, NY	July 31, 2017
820 TRC MM LLC CANYON PLAZA SHOPPING CENTER 5973 AVENIDA ENCINAS #300 CARLSBAD, CA 92008	S# 3320	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3320) CANYON PLAZA SHOPPING CENTER 8345 LAUREL CANYON BLVD # E-22 SUN VALLEY, CA	July 31, 2017
821 TREFF, DOUGLAS ADDRESS ON FILE	59034	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT EXECUTIVE AGREEMENT	Effective Date
822 TREJO, CESAR ADDRESS ON FILE	58815	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
823 TRI-CITY IMPROVEMENTS LLC 580 WHITE PLAINS ROAD C/O DLC MANAGEMENT CORP. TARRYTOWN, NY 10591	S# 3591	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3591) TRI-CITY PLAZA 35 TALCOTVILLE RD VERNON ROCKVILLE, CT	July 31, 2017
824 TRIMARK-NORTH BENSON LP 600-108TH AVENUE NE SUITE 530 C/O PACIFIC ASSET ADVISORS INC BELLEVUE, WA 98004	S# 3012	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3012) NORTH BENSON CENTER 10703 SE CARR RD RENTON, WA	July 31, 2017
825 TRIPLE K FAMILY LIMITED PARTNERSHIP PO BOX 50046 C/O NORTHWEST REAL ESTATE SERVICES INC BELLEVUE, WA 98015-0046	S# 4022	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4022) 22611 76TH AVENUE WEST SPACE 100 EDMONDS, WA	July 31, 2017
826 TRUIST, INC. 2201 WISCONSIN AVENUE, SUITE 250 WASHINGTON, DC 20007	57929	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/09/2011 PLUS AMENDMENTS PLUS STATEMENTS OF WORK	Effective Date
827 TRULY PLAZA REALTY CORPORATION 1955 W TC JESTER BLVD HOUSTON, TX 77008	S# 2161	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2161) TRULY PLAZA SHOPPING CENTER 114 TRULY PLAZA CLEVELAND, TX	July 31, 2017
828 TRUMAN ROAD REALTY 177 9TH AVENUE APT 2K NEW YORK, NY 10011	S# 292	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #292) 408 E SUNFLOWER RD CLEVELAND, MS	July 31, 2017
829 TURNER, TRISTAN ADDRESS ON FILE	59016	PAYLESS SHOESOURCE DISTRIBUTION, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
830 TURNPIKE CENTER LLC C/O WOLFE & ASSOCIATES PROPERTY SERVICES 173 CHAPEL STREET SANTA BARBARA, CA 93111	S# 1001	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1001) TURNPIKE CENTER 197 S TURNPIKE RD # 199 SANTA BARBARA, CA	July 31, 2017
831 TWO RIVERS VENTURE LLC 564 S WASHINGTON STREET SUITE 200 C/O CTK ASSET SERVICES LLC NAPERVILLE, IL 60540	S# 5590	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5590) THE SHOPPES AT TWO RIVERS PLAZA 1196 W BOUGHTON BOLINGBROOK, IL	July 31, 2017
832 TYMETRIX, INC- ATTN: GENERAL MANAGER 20 CHURCH ST, 14TH FLOOR HARTFORD, CT 06103	57943	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SUBSCRIPTION AGREEMENT DATED 01/26/2016	Effective Date
833 TYMETRIX, INC- ATTN: LEGAL DEPARTMENT 20 CHURCH STREET, 14TH FLOOR HARTFORD, CT 06103	57946	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER PROFESSIONAL SERVICES CONTRACT DATED 01/26/2016	Effective Date
834 U.N.C. INC. PO BOX 19042 NEW ORLEANS, LA 70179	S# 1598	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1598) 4325 VETERANS MEMORIAL BLVD METAIRIE, LA	July 31, 2017
835 ULTRA-PAK INC 49 NEWBOLD RD FAIRLESS HILLS, PA 19030	57965	PAYLESS SHOESOURCE WORLDWIDE, INC.	PURCHASE CONTRACT / PURCHASE ORDER MASTER PURCHASE AGREEMENT DATED 09/24/2010 PLUS AMENDMENTS	Effective Date
836 UNDERHILL, BONITA ADDRESS ON FILE	57971	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
837 UNION SQUARE INVESTMENTS LP C/O PORTFOLIO REALTY MANAGEMENT INC 4020 MOORPARK AVENUE SUITE 218 SAN JOSE, CA 95117	S# 3277	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3277) UNION SQUARE MARKETPLACE 1780 DECOTO RD BLDG F UNION CITY, CA	July 31, 2017
838 UNIQUE STRUCTURES, LLC 7 PINE GROVE LN. REXFORD, NY 12148	57974	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT MASTER CONSTRUCTION CONTRACT DATED 10/01/2009 PLUS STATEMENTS OF WORK	Effective Date
839 UNITED AIRLINES, INC. 233 S. WACKER DRIVE, 16TH FLOOR CHICAGO, IL 60606	57979	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER CORPORATE TRAVEL AGREEMENT DATED 07/07/2016	Effective Date
840 UNITED HEALTHCARE INSURANCE COMPANY 450 COLUMBUS BLVD HARTFORD, CT 06115-0450	57990	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS APPLICATION DATED 04/01/1996 PLUS AMENDMENTS	Effective Date
841 UNITED HEALTHCARE INSURANCE COMPANY 450 COLUMBUS BLVD HARTFORD, CT 06115-0450	57993	PAYLESS SHOESOURCE, INC.	EMPLOYEE BENEFIT PLANS FINANCIAL RENEWAL AMENDMENT DATED 10/21/1997	Effective Date
842 UNITED MATERIALS HANDLING, INC 1190 HARLEY KNOX BLVD PERRIS, CA 92571	57996	PAYLESS SHOESOURCE DISTRIBUTION, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 11/19/2013 PLUS STATEMENTS OF WORK	Effective Date
843 UNITED PARCEL SERVICE GENERAL 55 GLENLAKE PARKWAY, N.E. ATLANTA, GA 30328	58006	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT ELECTRONIC DATA ACCESS AND EXCHANGE AGREEMENT PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
844 UNITED PARCEL SERVICE INC 11300 TOMAHAWK CREEK PARKWAY LEAWOOD, KS 66211	58009	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT CARRIER AGREEMENT DATED 03/06/2009	Effective Date
845 UNITED PARCEL SERVICE 126 N MADISON TOPEKA, KS 66603	57999	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #10 INCENTIVE PROGRAM DATED 08/03/2005	Effective Date
846 UNITED PARCEL SERVICE 126 N MADISON TOPEKA, KS 66603	58002	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT AMENDMENT INCENTIVE PROGRAM AGREEMENT DATED 05/21/2010	Effective Date
847 UNITED PARCEL SERVICE 1930 BISHOP LANE SUITE 200 LOUISVILLE, KY 40218	58004	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT EXPORTER/PRINCIPAL PARTY IN INTEREST POWER OF ATTORNEY DATED 04/08/2009	Effective Date
848 UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CR. PKWAY. STE 200 LEAWOOD, KS 66211	58020	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #4 TO CARRIER AGREEMENT DATED 10/04/2004	Effective Date
849 UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PKWY #200 LEAWOOD, KS 66211	58015	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #2 CARRIER AGREEMENT DATED 04/22/2004	Effective Date
850 UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	57753	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #7 CARRIER AGREEMENT DATED 06/27/2005	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
851 UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	57764	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT AMENDMENT INCENTIVE PROGRAM AGREEMENT DATED 06/19/2009	Effective Date
852 UNITED PARCEL SERVICE, INC 11306 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	58022	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #5 CARRIER AGREEMENT DATED 10/18/2014	Effective Date
853 UNITED PARCEL SERVICE, INC 11306 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	57767	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT AMENDMENT TO INCENTIVE PROGRAM AGREEMENT DATED 03/06/2009	Effective Date
854 UNITED PARCEL SERVICE, INC 126 N MADISON TOPEKA, KS 66606	57749	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #6 CARRIER AGREEMENT DATED 04/18/2005	Effective Date
855 UNITED PARCEL SERVICE, INC 126 N. MADISON TOPEKA, KS 66603	58012	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM #10 CARRIER AGREEMENT DATED 08/03/2005	Effective Date
856 UNITED PARCEL SERVICE, INC 126 NE MADISON TOPEKA, KS 66606	54979	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT INCENTIVE PROGRAM AGREEMENT AMENDMENT 9 DATED 04/28/2014	Effective Date
857 UNITED PARCEL SERVICE, INC 223 N. JAMES ST KANSAS CITY, KS 66118	54972	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT AMENDMENT TO INCENTIVE PROGRAM AGREEMENT DATED 08/08/2011	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
858 UNITED PARCEL SERVICE, INC 223 N. JAMES ST KANSAS CITY, KS 66118	54982	PAYLESS SHOESOURCE WORLDWIDE, INC.	LOGISTICS CONTRACT AMENDMENT UPS INCENTIVE PROGRAM AGREEMENT DATED 02/18/2013 PLUS AMENDMENTS	Effective Date
859 UNITED PARCEL SERVICE, INC 223 N. JAMES ST KANSAS CITY, KS 66118	57775	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT INCENTIVE PROGRAM AGREEMENT DATED 01/09/2010	Effective Date
860 UNITED PARCEL SERVICE, INC 223 N. JAMES ST. KANSAS CITY, KS 66118	54975	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT INCENTIVE PROGRAM AGREEMENT AMENDMENT 7 DATED 09/09/2013	Effective Date
861 UNITED PARCEL SERVICE, INC 223 W. JAMES ST KANSAS CITY, KS 66110	57780	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT AMENDMENT TO INCENTIVE PROGRAM AGREEMENT DATED 02/13/2012	Effective Date
862 UNITED PARCEL SERVICE, INC 7171 MERCY ROAD. STE. 432 OMAHA, NE 68106	57757	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM TO CONTRACT CARRIER AGREEMENT DATED 02/08/1997	Effective Date
863 UNITED PARCEL SERVICE, INC. 1130 TOMAHAWK CREEK PKWY STE. 200 LEAWOOD, KS 66211	57783	PAYLESS SHOESOURCE, INC.	DISTRIBUTION AGREEMENT ADDENDUM TO CARRIER AGREEMENT DATED 05/28/2004	Effective Date
864 UNITED PARCEL SERVICE, INC. 1130 TOMAHAWK CREEK PKWY STE. 200 LEAWOOD, KS 66211	57788	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT AMENDMENT INCENTIVE PROGRAM AGREEMENT DATED 01/09/2010	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
865 UPS SUPPLY CHAIN SOLUTIONS, INC 12380 MORRIS RD ALPHARETTA, GA 30005	57809	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT MASTER SERVICES AGREEMENT DATED 05/11/2006 PLUS AMENDMENTS	Effective Date
866 UPS SUPPLY CHAIN SOLUTIONS, INC ATTN: AL VERPY 3109 NEIL ARMSTRONG BLVD. EAGEN, MN 55121	57805	PAYLESS SHOESOURCE WORLDWIDE, INC.	NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT DATED 07/22/2003	Effective Date
867 UPS UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PRKWY LEEWOOD, KS 66211	57812	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT ADDENDUM TO CARRIER AGREEMENT DATED 12/31/2009	Effective Date
868 UPS UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PRKWY LEEWOOD, KS 66211	57818	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT CARRIER AGREEMENT DATED 03/06/2009 PLUS AMENDMENTS	Effective Date
869 UPS UNITED PARCEL SERVICE, INC 11300 TOMAHAWK CREEK PRKWY LEEWOOD, KS 66211	57820	PAYLESS SHOESOURCE, INC.	SERVICE CONTRACT ADDENDUM TO SERVICES AGREEMENT DATED 08/28/2002	Effective Date
870 UPS UNITED PARCEL SERVICE, INC 223 N. JAMES ST. KANSAS CITY, KS 66118	57816	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT AMENDMENT TO INCENTIVE PROGRAM AGREEMENT DATED 01/09/2010	Effective Date
871 UPS UNITED PARCEL SERVICE, INC. 11300 TOMAHAWK CREEK PKWY LEAWOOD, KS 66211	57824	PAYLESS SHOESOURCE WORLDWIDE, INC.	DISTRIBUTION AGREEMENT CARRIER AGREEMENT DATED 12/31/2007	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
872 URBAN EDGE PROPERTIES 210 ROUTE 4 EAST C/O UE BRUCKNER PLAZA LLC ATTN: COO PARAMUS, NJ 07652	S# 3679	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3679) BRUCKNER COMMONS 1929 TURNBULL AVE BRONX, NY	July 31, 2017
873 VALDEZ, LEO ADDRESS ON FILE	59128	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
874 VALLEY PROPERTIES INC. C/O VALLEY MB LLC 875 EAST STREET TEWKSBURY, MA 01876	S# 4195	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4195) TOWNE PLAZA 700 BOSTON RD BILLERICA, MA	July 31, 2017
875 VALVISTA SOUTH LLC 4770 CAMPUS DRIVE SUITE 220 NEWPORT BEACH, CA 92660	S# 5558	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5558) NORTH COUNTY SQUARE 1841 UNIVERSITY DRIVE VISTA, CA	July 31, 2017
876 VANS, INC 15700 SHOEMAKER AVENUE SANTA FE SPRINGS, CA 90670	57845	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT RE: VANS CLAIM V. PAYLESS DATED 05/09/2002	Effective Date
877 VANS, INC 15700 SHOEMAKER AVENUE SANTA FE SPRINGS, CA 90670	57849	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND LICENSE AGREEMENT DATED 05/16/1997	Effective Date
878 VANS, INC 15700 SHOEMAKER AVENUE SANTA FE SPRINGS, CA 90670	57851	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AND LICENSE AGREEMENT DATED 05/22/1998	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
879 VERETTA F. SCHNACKENBERG 2703 EAST PORTHCAWL ROAD WINONA LAKE, IN 46590	S# 824	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #824) 227 E MCGALLIARD RD MUNCIE, IN	July 31, 2017
880 VERL H. HANNAH & PATRICIA L HANNAH 6583 NORTHRIDGE DRIVE SAN JOSE, CA 95120	S# 5185	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5185) 6053 JONESBORO ROAD MORROW, GA	July 31, 2017
881 VESTAR CALIFORNIA XXVI LLC C/O VESTAR PROPERTY MANAGEMENT 7575 CARSON BLVD LONG BEACH, CA 90808	S# 2943	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2943) PICO RIVERA TOWNE CENTER 8820 WASHINGTON BLVD PICO RIVERA, CA	July 31, 2017
882 VICTOR VALLEY TOWN CENTER LLC 2009 PORTERFIELD WAY SUITE P C/O 1ST COMMERCIAL REALTY GROUP UPLAND, CA 91786	S# 2583	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2583) VICTOR VALLEY TOWN CENTER 17080 BEAR VALLEY ROAD VICTORVILLE, CA	July 31, 2017
883 VILLAGE SHOPPING CENTER LAND TRUST C/O HIALEAH COLLECTION AGENCY 8510 NORTHWEST 56TH STREET MIAMI, FL 33166	S# 3194	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3194) VILLAGE SQUARE 1400 W 49TH ST HIALEAH, FL	July 31, 2017
884 VIRGINIA JABALIE MARY LORRAINE JABALIE C/O KEMP & SOLIS AGENTS 300 E MAIN DRIVE SUITE 1122 EL PASO, TX 79901-1356	S# 3731	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3731) 500 S EL PASO ST EL PASO, TX	July 31, 2017
885 VITELLS, MICHAEL A. ADDRESS ON FILE	57950	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 03/13/2014 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
886 VIVIAN M BEEBE REVOCABLE TRUST UDT 8/20/99 C/O VIVIAN BEEBE 131 FELICIDAD SOQUEL, CA 95073	S# 4112	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4112) 7845 N MESA ST EL PASO, TX	July 31, 2017
887 VMBC 1 COLUMBIA SUITE 250 ALISO VIEJO, CA 92656	57954	PAYLESS SHOESOURCE WORLDWIDE, INC.	VENDOR AGREEMENT LETTER IN RESPONSE TO A NOTICE OF INTENT TO TERMINATE DATED 03/10/2015	Effective Date
888 VOICE AND MOBILE BROADCAST CORPORATION 8105 IRVINE CENTER DR, #900 ATTN: PRESIDENT, VMBC IRVINE, CA 92618	57961	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT SERVICES AGREEMENT DATED 07/22/2009	Effective Date
889 W & F INVESTMENTS LLC 2211 E 27TH STREET VERNON, CA 90058	S# 504	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #504) THE SHOPS AT BUENA PARK 7540 ORANGETHORPE AVENUE BUENA PARK, CA	July 31, 2017
890 WAHIAWA VENTURES 307 LEWERS STREET SIXTH FLOOR HONOLULU, HI 96815	S# 4425	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4425) WAHIAWA TOWN CENTER 935 CALIFORNIA AVE WAHIAWA, HI	July 31, 2017
891 WALKER UNIFORMS 2601 TRUMAN RD KANSAS CITY, MO 64127	49269	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE AGREEMENT DATED 6/25/2015	Effective Date
892 WAL-LEX LLC C/O BNY MELLON N.A. ATTN: MATTHEW GINTY 201 WASHINGTON STREET SUITE 204-0343 BOSTON, MA 02108	S# 4853	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4853) WAL-LEX SHOPPING CENTER 862 LEXINGTON STREET WALTHAM, MA	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
893 WANG, CHARLES ADDRESS ON FILE	57977	COLLECTIVE BRANDS LOGISTICS, LIMITED	SALES CONTRACT/TRADE AGREEMENT SOURCING AGREEMENT DATED 02/01/2008	Effective Date
894 WATERTOWN MALL ASSOCIATES LP 33 SOUTH SERVICE ROAD C/O ROSEN ASSOCIATES MANAGEMENT CORP. JERICHO, NY 11753	S# 5029	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5029) WATERTOWN MALL 550 ARSENAL STREET WATERTOWN, MA	July 31, 2017
895 WAYNE SHOE CORP 2320 N.W. 92ND AVENUE MIAMI, FL 33172	57982	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 11/10/1999	Effective Date
896 WCSC LLC 1505 DILLINGHAM BOULEVARD SUITE 217 C/O AMH INC HONOLULU, HI 96817	S# 5279	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5279) WINDWARD CITY SC 45-480 KANEOHE BAY DRIVE B17 KANEOHE, HI	July 31, 2017
897 WEALTH ENTERPRISES LLC C/O JJW CAPITAL PARTNERS INC 790 THE CITY DRIVE SOUTH SUITE 100 ORANGE, CA 92868	S# 2771	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2771) 1214 BROADWAY CHULA VISTA, CA	July 31, 2017
898 WEINGARTEN NOLANA JV PO BOX 924133 HOUSTON, TX 77292-4133	S# 4337	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4337) MARKET AT NOLANA SHOPPING CENTER 2812 W NOLANA AVE MCALLEN, TX	July 31, 2017
899 WEINGARTEN NOSTAT INC. 2600 CITADEL PLAZA DRIVE SUITE 125 C/O WEINGARTEN REALTY INVESTORS - ATTN: HOUSTON, TX 77008	S# 2714	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2714) WESTLAND FAIR 4469 WEST CHARLESTON LAS VEGAS, NV	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
900 WEINGARTEN REALTY INVESTORS 2600 CITADEL PLAZA P.O. BOX 924133 HOUSTON, TX 77292-4133	S# 6637	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6637) 7276 S W 117 TH AVENUE MIAMI, FL	July 31, 2017
901 WEINGARTEN REALTY INVESTORS PO BOX 924133 ATTN: GENERAL COUNSEL HOUSTON, TX 77292-4133	S# 3059	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3059) DEERFIELD MALL SC 3868 W HILLSBORO BLVD DEERFIELD BEACH, FL	July 31, 2017
902 WEIR, SHENICA A. ADDRESS ON FILE	58649	PAYLESS INC.	EMPLOYMENT AGREEMENT RETENTION - DISCRETIONARY W/ MODIFIER	Effective Date
903 WEISS, DAVID ADDRESS ON FILE	57989	PAYLESS SHOESOURCE WORLDWIDE, INC.	IP SETTLEMENT AGREEMENT TRADE-MARK SETTLEMENT AGREEMENT DATED 09/15/2009	Effective Date
904 WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: KATHLEEN GOUND, 7500 COLLEGE BLVD. OVERLAND PARK, KS 66210	58016	PAYLESS FINANCE, INC.	FINANCE AGREEMENT (SECURED LENDERS, BONDS, MORTGAGES, ETC.) SECOND AMENDED AND RESTATED LOAN AND GUARANTY AGREEMENT DATED 08/16/2011	Effective Date
905 WEST LEBANON REALTY LLC 42 GATEHOUSE RD ATTN: DAVID MACCHIA WESTMINISTER, MA 01473	S# 3460	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3460) BROOK CORNER SC 3207 SE MILITARY DRIVE SAN ANTONIO, TX	July 31, 2017
906 WESTAFF, (USA), INC. 1031 SW GAGE BLVD TOPEKA, KS 66604	58045	PAYLESS SHOESOURCE WORLDWIDE, INC.	SERVICE CONTRACT TEMPORARY SERVICES AGREEMENT DATED 10/13/2004 PLUS AMENDMENTS	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
907 WESTAFF, INC. 1031 SW GAGE BLVD. TOPEKA, KS 66604	58046	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGENCY TEMPORARY SERVICE AGREEMENT DATED 10/13/2004 PLUS STATEMENTS OF WORK	Effective Date
908 WESTKIRK VENTURE I LTD 712 MAIN 29TH FLOOR C/O SDI REALTY HOUSTON, TX 77002	S# 5799	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5799) SHOPS AT ROYAL OAKS 2600 S KIRKWOOD DR HOUSTON, TX	July 31, 2017
909 WESTMINSTER PARTNERSHIP ATTN: LARRY TEPPER PO BOX 1290 AGOURA HILLS, CA 91376	S# 1612	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1612) CANYON SPRINGS SC 2851 CANYON SPRINGS PARKWAY RIVERSIDE, CA	July 31, 2017
910 WESTMOLAND, STEVEN D. ADDRESS ON FILE	59162	PAYLESS SHOESOURCE WORLDWIDE, INC.	EMPLOYMENT AGREEMENT REGULAR RETENTION	Effective Date
911 WESTWOOD VISTA SHOPPING CENTER LTD C/O WAYNE HARWELL PROPERTIES INC. 100 NE LOOP #410 SUITE 1220 SAN ANTONIO, TX 78216	S# 2671	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2671) WESTWOOD VISTA SC 6511 W LOOP 1604 SAN ANTONIO, TX	July 31, 2017
912 WFC FUND I LEGACY OPCO LLC C/O WESTWOOD FINANCIAL CORPORATION; ATTN 9301 EAST SHEA BOULEVARD SUITE 124 SCOTTSDALE, AZ 85260	S# 2316	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #2316) LEGACY VILLAGE 2156 E BASELINE RD PHOENIX, AZ	July 31, 2017
913 WILDWOOD BOULEVARD LLC TWO CITY PLACE DRIVE SUITE 450 C/O RAUL WALTERS PROPERTIES ST. LOUIS, MO 63141	S# 5280	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5280) 1705 WILDWOOD BLVD RIO GRANDE, NJ	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
914 WILKINSON CROSSING LLC C/O HUNTER & ASSOCIATES 127 W HARGETT ST SUITE 100 RALEIGH, NC 27601	S# 3857	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3857) WILKINSON CROSSING 3210 WILKINSON BLVD CHARLOTTE, NC	July 31, 2017
915 WILSON, KESHIA ADDRESS ON FILE	57794	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 09/21/2015 PLUS AMENDMENTS	Effective Date
916 WMAP L.L.C. - THE SHOPS AT ATLAS PARK 71-19 80TH STREET ATTN: CENTER MANAGER GLENDALE, NY 11385-7738	S# 4553	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4553) SHOPS AT ATLAS PARK 8016 COOPER AVENUE GLENDALE, NY	July 31, 2017
917 WMAP, LLC C/O THE SHOPS AT ATLAS PARK ATTN: CENTER MANAGER 71-19 80TH STREET GLENDALE, NY 11385-7738	S# 4553RL	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4553RL) THE SHOPS AT ATLAS PARK GLENDALE, NY	July 31, 2017
918 WOLVERINE WORLD WIDE, INC. 9341 COURTLAND DRIVE ROCKFORD, MI 49351	57806	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT DATED 10/04/2006	Effective Date
919 WOODLANDS VILLAGE SHOPPING CENTERS LLC C/O CCA ACQUISITION COMPANY LLC 5670 WILSHIRE BLVD SUITE 1250 LOS ANGELES, CA 90036	S# 3218	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3218) WOODLAND VILLAGE SHOPPING CENTER 2700 WOODLANDS VILLAGE BLVD FLAGSTAFF, AZ	July 31, 2017
920 WRI AEW LONE STAR RETAIL PORTFOLIO LLC C/O WEINGARTEN REALTY INVESTORS P.O. BOX 924133 HOUSTON, TX 77292-4133	S# 1306	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1306) HARRISBURG-WAYSIDE SC 6828 HARRISBURG BLVD HOUSTON, TX	July 31, 2017

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
921 WRI ALLIANCE RILEY VENTURE PO BOX 924133 C/O WEINGARTEN/INVESTMENTS INC HOUSTON, TX 77292-4133	S# 1827	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #1827) JESS RANCH MARKETPLACE 19105 BEAR VALLEY RD APPLE VALLEY, CA	July 31, 2017
922 WRI JT HOLLYWOOD HILLS I LP PO BOX 924133 C/O WEINGARTEN REALTY INVESTORS HOUSTON, TX 77292-4133	S# 6716	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #6716) HOLLYWOOD HILLS PLAZA 3251 HOLLYWOOD BLVD HOLLYWOOD, FL	July 31, 2017
923 WRI JT NORTHRIDGE LP C/O WEINGARTEN REALTY INVESTORS P.O. BOX 924133 HOUSTON, TX 77292-4133	S# 4395	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4395) NORTHRIDGE SHOPPING CENTER 995 E COMMERCIAL BLVD OAKLAND PARK, FL	July 31, 2017
924 WRI SOUTHERN INDUSTRIAL POOL LLC PO BOX 924133 HOUSTON, TX 77292-4133	S# 3827	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #3827) STONY POINT PLAZA SHOPPING CENTER 711 STONY POINT RD SANTA ROSA, CA	July 31, 2017
925 WRM-MONROE LLC C/O AZOSE COMMERCIAL PROPERTIES 8451 SE 68TH STREET SUITE 200 MERCER ISLAND, WA 98040	S# 5352	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5352) 14991 N KELSEY ST MONROE, WA	July 31, 2017
926 WRT INVESTMENTS LLC PO BOX 589 HERNANDO, MS 38632	S# 5474	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #5474) LODEN CENTER 688 HIGHWAY 6 EAST BATESVILLE, MS	July 31, 2017
927 YORK, HAROLD D. ADDRESS ON FILE	57916	PAYLESS SHOESOURCE, INC.	IP SETTLEMENT AGREEMENT SETTLEMENT AGREEMENT AND RELEASE	Effective Date

Exhibit C: Rejected Executory Contract and Unexpired Lease Schedule

COUNTERPARTY NAME & ADDRESS	DEBTORS' CONTRACT ID	DEBTOR(S) NAME(S)	CONTRACT DESCRIPTION	Rejection Date
928 ZERR, TARA ADDRESS ON FILE	58823	PAYLESS INC.	EMPLOYMENT AGREEMENT NON-COMPETE AGREEMENT	Effective Date
929 ZIGULICH, DANIEL ADDRESS ON FILE	58032	PAYLESS SHOESOURCE, INC.	EMPLOYMENT AGREEMENT VP AGREEMENT DATED 01/09/2012 PLUS AMENDMENTS	Effective Date
930 ZIGULICH, DANIEL ADDRESS ON FILE	58034	PAYLESS HOLDINGS LLC	INTERCOMPANY AGREEMENT AMENDMENT #1 TO MANAGEMENT INCENTIVE UNIT AGREEMENT DATED 05/03/2016	Effective Date
931 ZYL PROPERTIES LLC 3519 PAESANOS PARKWAY SUITE 105 C/O ANTONIO PEDRRAZA JR SAN ANTONIO, TX 78231	S# 4015	PAYLESS SHOESOURCE, INC.	LEASE AGREEMENT (STORE #4015) 11915 PERRIN BEITEL RD SAN ANTONIO, TX	July 31, 2017

Exhibit F

Schedule of Retained Causes of Action

List of Retained Causes of Action¹

Article IV.P of the *Debtors' Third Amended Joint Plan of Reorganization of Payless Holdings LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1100] (the "Plan"), provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article IX below, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than (i) Avoidance Actions released by the Debtors pursuant to Article IV.O and (ii) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including Article IX. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, including Article IV.O and Article IX of the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or the Effective Date.

The Reorganized Debtors reserve and shall retain the Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor, except as otherwise expressly provided in the Plan,

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan. This **Exhibit F** and any schedules attached hereto remain subject to continuing review and revision by the Debtors. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this list at any time in accordance with the Plan.

including Article IV.O and Article IX of the Plan. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order or approval of the Bankruptcy Court.

For the avoidance of doubt, the retained causes of action **do not** include (i) Avoidance Actions released by the Debtors pursuant to Article IV.O and (ii) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including Article IX.

Notwithstanding and without limiting the generality of Article IV.P of the Plan, the Debtors and the Reorganized Debtors expressly reserve the following: (i) Causes of Action in common law, tort or contract; (ii) Causes of Action to recover for personal injury or death, damage, to real or tangible personal property or economic loss, (iii) Causes of Action relating to infringement (including, without limitation, patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secrets) and (iv) Causes of Action in the following proceeding(s):

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Counterparty	Nature of Action
5 Diamonds Construction Inc.	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
Aptos Canada Inc. f.k.a. Epicor Retail Solutions Corporation	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
Bayside Refrigeration Inc/Sub Contractor	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
B-THAP, L.C.	<i>Payless ShoeSource, Inc. v. B-THAP, L.C.</i> , 13-CA-007496
California State Board of Equalization	Sales/Use Tax Refund
Centennial-Hanford Center IV LLC	<i>Payless ShoeSource, Inc. v. Centennial-Hanford Center IV LLC</i> , 13-C0132
Colorado Department of Revenue	Sales/Use Tax Refund
Comptroller of Maryland	Income/Franchise Tax Refund
Comptroller of Public Accounts	Sales/Use Tax Refund
Employee #: 2037602	Payroll Overpayment
Employee #: 2060504	Employment Repayment
Employee #: 2071563	Employment Repayment
Employee #: 3044463	Employment Repayment
Employee #: 3135530	Employment Repayment
Employee #: 3149327	Overpayment of Tuition Reimbursement
Employee #: 3155765	Employment Repayment
Employee #: 3164142	Employment Repayment
Employee #: 3181407	Relocation Payment
Employee #: 3203866	Employment Repayment
Employee #: 3217666	Employment Repayment
Employee #: 3223760	Repayment of Payroll Advance
Employee #: 3228713	Employment Repayment
Employee #: 3249647	Employee Overpayment
Employee #: 3253122	Employment Repayment
Employee #: 3257119	Employment Repayment
Employee #: 3258241	Employment Repayment
Employee #: 3263866	Employment Repayment
Employee #: 3267204	Employment Repayment

Employee #: 3267450	Employment Repayment
Employee #: 3273775	Employment Repayment
Employee #: 3281283	Employment Repayment
Employee #: 3286548	Employment Repayment
Employee #: 3290842	Employment Repayment
Employee #: 3291415	Employment Repayment
Employee #: 3300229	Employment Repayment
Employee #: 3305021	Payroll Overpayment
Employee #: 3310864	Employment Repayment
Employee #: 3311266	Employment Repayment
Employee #: 3312810	Employment Repayment
Employee #: 3313220	Employment Repayment
Employee #: 3313305	Employment Repayment
Employee #: 3316820	Employment Repayment
Employee #: 3319006	Employment Repayment
Employee #: 3320884	Employment Repayment
Employee #: 3321000	Employment Repayment
Employee #: 3324463	Employment Repayment
Employee #: 3327401	Employment Repayment
Employee #: 3327712	Employment Repayment
Employee #: 3332271	Employment Repayment
Employee #: 3333367	Employment Repayment
Employee #: 3333747	Payroll Overpayment
Employee #: 3336671	Employment Repayment
Employee #: 3338695	Payroll Overpayment
Employee #: 3342951	Payroll Overpayment
Employee #: 3343144	Payroll Overpayment
Hanjiin Shipping Co. Ltd.	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation

Heffler Claims Group LLC	Reimbursement related to <i>Ken Ray Clark and Josh Assing v. Payless ShoeSource, Inc., Collective Brands, Inc. and Smartreply, Inc.</i> , USDC – Western District of Washington, Case #2:09-cv-00915
Illinois Department of Revenue	Sales/Use Tax Refund
Iowa Department of Revenue	Sales/Use Tax Refund
Kansas Department of Revenue	Sales/Use Tax Refund
Kentucky State Treasurer	Sales/Use Tax Refund
Multiple Parties	<i>Almont Ambulatory Surgery Center, LLC et. al v. United Health Group; Optimum Insight Inc et al</i> , 14 CV 02139 MWF-AFM; 14 CV 02177
Multiple Parties	<i>IN RE: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation</i> , MDL NO. 1720(MKB)(JO); CIVIL NO. 05-5075(MKB)(JO)
New Mexico Taxation and Revenue Department	Income/Franchise Tax Refund
NYS Sales Tax Processing	Sales/Use Tax Refund
Pennsylvania Department of Revenue	Income/Franchise Tax Refund
Tennessee Department of Revenue	Sales/Use Tax Refund
Truist	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
US Continental Marketing	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
US Continental Marketing	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation
Vixxo Corp	Claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation

Exhibit G

2017 Cash Incentive Plan

PAYLESS INC.
2017 ANNUAL INCENTIVE PLAN

1. Purpose. This Payless Inc. (the “Company”) 2017 Annual Incentive Plan (the “Plan”) is designed to align the interests of the Company and eligible key employees of the Company and its subsidiaries.

2. Adoption of the Plan. The Company, intending to be legally bound, hereby adopts the Plan effective as of July [--], 2017 (the “Effective Date”)¹. The Plan shall be in effect from the Effective Date and shall continue until February 3, 2018 (the “Term”). The expiration of the Term shall not in any event reduce or adversely affect any amounts due to any Participant hereunder.

3. General. The compensation provided under the Plan is intended to be in addition to all other compensation payable to Participants under any employment agreement or incentive plan or program in effect with the Company or its direct or indirect subsidiaries².

4. Definitions. For purposes of this Plan:

(a) “Annual EBITDA” shall mean Company earnings before interest, taxes, depreciation, and amortization for Fiscal 2017 and before any amounts due pursuant the 2017 Annual Incentive Plan or any retention awards that may be given to the CRG Participants. The contribution to Annual EBITDA for rent concessions shall be limited to \$28.5 million for target purposes and \$24.0 million for maximum purposes.

(b) “Annual Performance Incentive” shall mean, in the case of any Participant, the incentive payable to such Participant under the Plan for the Performance Period.

(c) “Annual Performance Incentive Amount” shall mean, in the case of any Participant, the amount of the Annual Performance Incentive for such Participant, as may be determined by the Pre-Emergence Board or the Post-Emergence Board, as applicable..

(d) “Board” means the Company’s Board of Directors, which shall be (x) prior to Emergence, the Pre-Emergence Board, and (y) after Emergence, the Post-Emergence Board.

(e) “Cause” has the meaning set forth in any employment agreement or severance agreement between a Participant and the Company and, if no such agreement exists, means (i) an act of fraud, embezzlement or theft against the Company, or conviction of a felony, (ii) grossly negligent disclosure of Confidential Information, (iii) engagement in any competitive activity which would constitute a breach of the Participant’s duty of loyalty, (iv) grossly negligent breach of any policy of the Company, including those contained in the Code of Ethics, or (v) the willful and continued failure by the Participant to substantially perform the Participant’s duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness). Failure to meet performance standards or objectives, by itself, will not constitute “Cause”.

(f) “Committee” means the Compensation Committee of the Board.

(g) “Company Group” means the Company and its direct and indirect subsidiaries.

¹ It is intended that the Effective Date will be the date upon which the Plan of Reorganization is confirmed.

² For the avoidance of doubt, certain CRG Participants will receive small (no more than \$75,000 per individual, and less than \$700,000 in the aggregate) incentive payments upon execution of a short form agreement, which payments shall be subject to standard clawback provisions over two years. These payments are *not* included in the Plan.

(h) “CRG Participant” means a member of the Company’s Critical Retention Group, who is an eligible Participant in the Plan. There shall not be greater than 90 CRG Participants prior to Emergence. The Committee shall be permitted to add CRG Participants after Emergence.

(i) “Emergence” means the Company’s emergence from Chapter 11 Bankruptcy proceedings.

(j) “Emergence Payment” means (i) with respect to CRG Participants, 35% of the Annual Performance Incentive Amount that would be earned assuming the satisfaction of all Target Performance Goals and (ii) with respect to Other AIP Participants *other than* those Other AIP Participants whose primary place of business is located within Latin America, 10% of the Annual Performance Incentive Amount that would be earned assuming the satisfaction of all Target Performance Goals.

(k) “Other AIP Participant” means a current Company employee other than an SLT Participant and a CRG Participant. The number of There shall not be greater than 650 Other AIP Participants prior to Emergence. The Committee shall be permitted to add Other AIP Participants after Emergence.

(l) “Participant” shall have the meaning ascribed thereto in Section 5 hereof.

(m) “Performance Goals” means the Performance Metric (as defined below) goals set forth on Schedule A, as follows: (i) Threshold Performance Goals, (ii) Target Performance Goals, (iii) Maximum Performance Goals, and (iv) Individual Performance Goals.

(n) “Performance Metrics” means the performance metrics used to measure the Company’s performance under the Plan as set forth on Schedule A.

(o) “Performance Period” means the period beginning January 29, 2017, through February 3, 2018.

(p) “Post-Emergence Board” means the Company’s Board of Directors after emergence from Chapter 11.

(q) “Pre-Emergence Board” means the Company’s Board of Directors as it exists on the date hereof.

(r) “Requisite Consenting Lenders” has the definition set forth in the Fourth Amended Joint Plan of Reorganization of Payless Holdings LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 17-42267-659]1256].

(s) “SLT Participant” means a member of the Company’s Senior Leadership Team, who is an eligible Participant in the Plan. There shall not be greater than 12 SLT Participants members prior to Emergence. The Committee shall be permitted to add SLT Participants after Emergence.

5. Eligible Participants. Each person designated by the Committee shall be a Participant under the Plan and eligible to receive an Annual Performance Incentive with respect to the Performance Period. There shall not be greater than 752 Participants prior to Emergence.

6. Term of Participation.

(a) Subject to the provisions of this Plan, each Participant shall earn an Annual Performance Incentive as of the end of the Performance Period, equal to all or a portion of the Annual Performance

Incentive Amount minus any Emergence Payment previously received, depending upon the extent to which the Performance Goals set forth in Schedule A that are applicable to such Participant have been achieved for the Performance Period.

(b) In the event that the Emergence occurs prior to the date on which the Annual Performance Incentive is paid in accordance with this Section 6(a) and (c), CRG Participants and Other AIP Participants *other than* those Other AIP Participants whose primary place of business is located within Latin America are eligible to earn a portion of the Annual Performance Incentive applicable to such Participant equal to the Emergence Payment for such Participant upon the completion of the Emergence.

(c) Any Annual Performance Incentive or portion thereof required to be made under this Plan shall be paid on a fully-vested basis by the Company within 2.5 months after the end of the Performance Period. Any Emergence Payment required to be made under this Plan shall be paid on a fully-vested basis by the Company within 45 days after the date of Emergence.

(d) Except as set forth in Section 9 hereof, in order to earn an Annual Performance Incentive or any Emergence Payment, a Participant must remain employed with the Company Group through the date on which the Annual Performance Incentive or Emergence Payment is paid, unless otherwise specified in a written employment agreement with the Company. A Participant whose employment with the Company Group terminates for any reason prior to the date on which the Annual Performance Incentive or Emergence Payment is paid shall forfeit the right to any Annual Performance Incentive for the Performance Period or Emergence Payment.

7. Discretionary Awards. In addition to the Annual Performance Incentive, including the Emergence Payment, payable pursuant to this Plan, the Chief Executive Officer may, in his or her sole discretion (but subject to the other provisions of this Section 7), award additional cash discretionary bonus payments to Participants other than SLT Participants up to an aggregate amount not to exceed \$1,000,000. In making such discretionary bonus awards prior to Emergence, the Chief Executive Officer shall (i) seek approval from the Requisite Consenting Lenders in advance of paying any discretionary bonus in excess of \$50,000 to a single Participant and (ii) not make any additional discretionary bonus awards once the cumulative amount of discretionary bonus awards previously granted prior to Emergence exceeds \$500,000. In making such discretionary bonus awards *after* Emergence, the Chief Executive Officer shall (i) seek approval from the Compensation Committee in advance of paying any discretionary bonus in excess of \$50,000 to a single Participant and (ii) not make any additional discretionary bonus awards once the cumulative amount of discretionary bonus awards previously granted after Emergence and prior to Emergence exceeds \$1,000,000 in the aggregate. A participant whose employment with the Company Group terminates for any reason prior to the date on which any discretionary bonus amount is paid shall forfeit the right to receive any discretionary bonus amount. Discretionary bonus awards may also be subject to additional terms and conditions, including vesting and forfeiture, as the Board in its discretion may specify.

8. Performance Goals. Promptly after the end of the Performance Period (but in any event within 45 days of the end of the Performance Period), the Committee shall certify the degree to which the applicable Performance Goals have been achieved and the amount payable to each Participant hereunder. An incentive award may be withheld or reduced based on individual performance rating. Reductions are discretionary and are determined by the Committee in its sole and absolute discretion.

9. Adjustments to Annual Performance Incentives.

(a) *Payment in the event of a Qualifying Termination.*

(i) In the event a Participant, other than a SLT Participant, experiences a termination by the Company without Cause prior to the date on which the Annual Performance Incentive or Emergence Payment is paid, such Participant shall remain eligible to receive payment of any unpaid portion of the Annual Performance Incentive, including the Emergence Payment, based on actual achievement of all applicable Performance Goals and payable at the same time as the Annual Performance Incentive and/or Emergence Payment is paid to Participants generally.

(ii) In the event a SLT Participant, other than the Company's Chief Executive Officer, experiences a termination by the Company without Cause prior to the date on which the Annual Performance Incentive is paid, such SLT Participant shall remain eligible to receive payment of the Annual Performance Incentive, prorated based on the number of days during the Performance Period such SLT Participant was an employee of the Company, based on actual achievement of all applicable Performance Goals, and payable at the same time as the Annual Performance Incentive is paid to Participants generally.

(b) *Basis for Award Calculation in the Event of a Job Change or Pay Change.* If a Participant receives a mid-year promotion or demotion that increases or decreases the Participant's target Annual Performance Incentive, receives a pay increase or decrease, or changes functions, the Committee, in its reasonable discretion, will equitably adjust the Participant's Annual Performance Incentive following the conclusion of the Performance Period to reflect the portion of time the Participant performance services for the Company during the Performance Period before and after the change.

(c) *Leave of Absence.* A Participant who is on leave of absence during the Performance Period may be eligible for a prorated portion of the Annual Performance Incentive based on the number of days the Participant was an active employee of the Company during the Performance Period.

(d) *Mid-Period Hires and Rehires.* If a Participant begins employment with the Company prior to the fourth quarter of the Performance Period, a Participant will be eligible to earn a prorated portion of the Participant's Annual Performance Incentive based on the number of days the Participant was an active employee of the Company during the Performance Period. If a Participant's employment with the Company terminates during the Performance Period and the Participant is rehired and begins employment with the Company during the same Performance Period but prior to the fourth quarter of the Performance Period, the Participant will be eligible to earn a prorated portion of the incentive award based on the number of days the Participant was an active employee of the Company during the Performance Period.

(e) *Separation due to Death.* In the event of a Participant's death during the Performance Period, the Participant's beneficiary (as designated as a beneficiary for the Company Paid Life Insurance Plan) will be eligible to receive a prorated portion of the Annual Performance Incentive based on the based on the number of days the Participant was an active employee of the Company during the Performance Period. In the event that no beneficiary has been designated as specified above, the Annual Performance Incentive will be transferred to the Participant's estate.

10. Plan Administration. This Plan shall be administered by the Committee. The Committee is given full authority and discretion within the limits of this Plan to establish such administrative measures as may be necessary to administer and attain the objectives of this Plan and may delegate the authority to administer the Plan to an officer of the Company. The Committee (or its delegate, as applicable) shall have full power and authority to construe and interpret this Plan and any interpretation by the Committee shall be binding on all Participants and shall be accorded the maximum deference permitted by law.

(a) All rights and interests of Participants under this Plan shall be non-assignable and nontransferable, and otherwise not subject to pledge or encumbrance, whether voluntary or involuntary, other than by will or by the laws of descent and distribution. In the event of any sale, transfer or other disposition of all or substantially all of the Company's assets or business, whether by merger, stock sale, consolidation or otherwise, the Company may assign this Plan.

(b) Any payment to a Participant in accordance with the provisions of this Plan shall, to the extent thereof, be in full satisfaction of all claims against the Company Group, and the Company may require the Participant, as a condition precedent to such payment, to execute a receipt and release to such effect.

(c) Payment of amounts due under the Plan shall be provided to each Participant in the same manner as the Participant receives his or her regular paycheck or by mail at the last known address of each Participant in the possession of the Company, at the discretion of Committee. The Company will deduct all applicable taxes and any other withholdings required to be withheld with respect to the payment of any award pursuant to this Plan.

(d) The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to ensure the payment of any award provided for hereunder. Annual Performance Incentive payments, or any portion thereof, shall not be considered as extraordinary, special incentive compensation, and it will not be included as "earnings," "wages," "salary," or "compensation" in any pension, welfare, life insurance, or other employee benefit plan or arrangement of the Company Group.

(e) Prior to Emergence, the Company, in its sole discretion, shall have the right to modify, supplement, suspend or terminate this Plan at any time with the consent of the Requisite Consenting Lenders; after Emergence, the [Board/Committee], in its sole discretion, shall have the right to modify, supplement, suspend or terminate this Plan at any time, provided that in no event shall any amendment or termination adversely affect the rights of Participants regarding any Annual Performance Incentive or portion thereof without the prior written consent of the affected Participants. Subject to the foregoing, the Plan shall terminate upon the satisfaction of all obligations of the Company or its successor entities hereunder.

(f) Nothing contained in this Plan shall in any way affect the right and power of the Company to discharge any Participant or otherwise terminate his or her employment at any time or for any reason or to change the terms of his or her employment in any manner.

(g) Except as otherwise provided under this Plan, any expense incurred in administering this Plan shall be borne by the Company.

(h) Captions preceding the sections hereof are inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provision hereof.

(i) The administration of the Plan shall be governed by the laws of the State of Kansas, without regard to the conflict of law principles of any state. Any persons or corporations who now are or shall subsequently become parties to the Plan shall be deemed to consent to this provision.

(j) The Plan is intended to either comply with, or be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Code Section 409A"). To the extent that the Plan is not exempt from the requirements of Code Section 409A, the Plan is intended to comply with the requirements of Code Section 409A and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for

any additional tax, interest, income inclusion or other penalty that may be imposed on a Participant by Code Section 409A or for damages for failing to comply with Code Section 409A.

* * * * *

SCHEDULE A

Performance Metrics and Goals

The portion of the Annual Performance Incentive Amount that is contingent upon a Performance Metric is the “Applicable Portion.”

SLT Participants	
Portion of Applicable Portion Payable to SLT Participants if Threshold Performance Goal Achieved:	25%
Portion of Applicable Portion Payable to SLT Participants if Target Performance Goal Achieved:	100%
Portion of Applicable Portion Payable to SLT Participants if Maximum Performance Goal Achieved:	150%
Portion of Applicable Portion Payable to SLT Participants if Achievement is Between Threshold and Maximum Performance Goals:	Linear interpolation between 25% and 150%
CRG Participants	
Minimum Portion of Applicable Portion Payable to CRG Participants following the Performance Period:	75%
Portion of Applicable Portion Payable to CRG Participants if Target Performance Goal Achieved:	100%
Portion of Applicable Portion Payable to CRG Participants if Achievement is Between Threshold and Target Performance Goals:	Linear interpolation between 75% and 100%
Other AIP Participants	
Minimum Portion of Applicable Portion Payable to Other AIP Participants following the Performance Period:	25%
Portion of Applicable Portion Payable to Other AIP Participants not located in Latin America if Target Performance Goal Achieved:	100%
Portion of Applicable Portion Payable to Other AIP Participants located in Latin America if Maximum Performance Goal Achieved: ³	150%
Portion of Applicable Portion Payable to Other AIP Participants if Achievement is Between Threshold and Maximum Performance Goals:	Linear interpolation between 25% and 100% or 150%, as applicable

Performance Metrics Applicable to SLT Participants

(i) **Performance Metric:** Annual EBITDA

Applicable Portion: 50%

Performance Goal	Threshold	Target	Maximum
Annual EBITDA	\$95.85	\$106.50	\$122.50

³ Note: Maximum Performance Goals are only applicable to Other AIP Participants whose primary place of business is located within Latin America.

(ii) **Performance Metric:** Rent Concessions through Emergence

Applicable Portion: 25%

Performance Goal	Threshold	Target	Maximum
Rent Concessions	N/A	\$40.00	\$50.00

(iii) **Performance Metric:** Annual Net Trade Payables

Applicable Portion: 25%

Performance Goal	Threshold	Target	Maximum
Annual Net Trade Payables	N/A	(\$11.6)	\$12.0

Performance Metrics Applicable to CRG Participants

(i) **Performance Metric:** Annual EBITDA

Applicable Portion: 100%

Performance Goal	Threshold	Target	Maximum
Annual EBITDA	\$102.95	\$106.50	N/A

Performance Metrics Applicable to Other AIP Participants – North America and Asia

(i) **Performance Metric:** Annual EBITDA

Applicable Portion: 100%

Performance Goal	Threshold	Target	Maximum
Annual EBITDA	\$95.85	\$106.50	N/A

Performance Metrics Applicable to Other AIP Participants – Latin America

(i) **Performance Metric:** Annual EBITDA

Applicable Portion: 100%

Performance Goal	Threshold	Target	Maximum
Annual EBITDA	\$95.85	\$106.50	\$122.50

Exhibit H

Description of Restructuring Transaction

Exhibit H

Restructuring Transactions Exhibit

In accordance with the *Fourth Amended Joint Plan of Reorganization of Payless Holdings LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1256] (the “Plan”)¹, the Debtors will engage in a series of Restructuring Transactions to effect a corporate restructuring of their respective businesses. The Debtors’ restructuring is intended to better align the Debtors’ businesses and optimize the overall corporate organizational structure of the Reorganized Debtors.

Notwithstanding anything to the contrary in the Plan, the Disclosure Statement, or any other document (including any Plan Supplement document, any document related to indebtedness, and any document indicating the timing, payor, or recipient of any wire transfer), this Restructuring Transactions Exhibit shall serve as the definitive document regarding the implementation of certain of the Restructuring Transactions, including for U.S. federal income tax and state tax purposes.²

1. On the Effective Date, Payless Holdings LLC, shall issue and contribute New Equity to Payless, Inc. as a capital contribution, which in turn shall contribute a portion of the New Equity to Payless Finance, Inc. as a capital contribution, which in turn shall contribute portions of the New Equity to Payless ShoeSource, Inc. and Payless ShoeSource Distribution, Inc. as capital contributions (the aforementioned parties, collectively, the “Borrowers”).
2. The Prepetition First Lien Credit Agreement Claims and Prepetition Second Lien Credit Agreement Claims shall be allocated among the Borrowers in proportion to how such debt has been allocated historically among the Borrowers for tax purposes.
3. Immediately following the capital contributions, Payless, Inc., Payless Finance, Inc., Payless ShoeSource, Inc, and Payless ShoeSource Distribution, Inc. shall distribute (a) New Equity and the New First Lien Term Loan A-2 Tranche to the Holders of Allowed Prepetition First Lien Credit Agreement Claims and (b) New Equity to Holders of Prepetition Second Lien Credit Agreement Claims, in satisfaction of the Holders’ Claims in accordance with Article III of the Plan.
4. The Existing Equity Interests (which exclude, for the avoidance of doubt, the New Equity and any other Interests issued pursuant to Article III of the Plan) shall be discharged, cancelled released, and extinguished.

¹ Capitalized terms used but not defined herein shall have the meanings given them in the Plan.

² While this Restructuring Transactions Exhibit reflects the Debtors’ current intentions with respect to their proposed restructuring and organizational structure on and after the Effective Date, the Restructuring Transactions set forth herein may, subject to the consent of the Requisite Consenting Lenders, which consent shall not be unreasonably withheld, conditioned, or delayed, be amended, modified, or supplemented, with or without notice, prior to the Effective Date of the Plan pursuant to Article III of the Plan.